



Council on Aging of Southwestern Ohio | *Answers on Aging*

**REQUEST FOR PROPOSAL (RFP) RFP:
001-19**

**CATERED MEAL PROGRAM –
Congregate Meals and Home Delivered Meals**

**Council on Aging of Southwestern Ohio
175 Tri County Parkway
Cincinnati, Ohio 45246**

Proposal Due Date: February 15, 2019

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Section One - General Information

Council on Aging of Southwestern Ohio (COA)
175 Tri County Parkway
Cincinnati, Ohio 45246

is accepting proposals from qualified Bidders for the following Request For Proposal (RFP)

Request For Proposal Number	Proposal Name
RFP: 001-19	Catered Meal Program – Congregate Meals and Home Delivered Meals
Important Dates	
RFP Release Date	January 14, 2019
Last Day to Submit Questions	January 31, 2019
COA's Answers to Questions Posted	February 4, 2019
Proposal Due Date	Friday, February 15, 2019 @ 12pm EST
Estimated Award Date	The week of March 18, 2019
Contract Start Date	October 1, 2019
Length of Contract	3 Years with two (2) additional one (1) year renewable options

Each submission must have one (1) signed original, five (5) copies. COA would appreciate a copy of your bid on a flash drive however the flash drive submission is not a bid requirement. All bids must be received no later than **NOON** Eastern Standard Time on **Friday, February 15, 2019**. Bids may be submitted by hand, via delivery service, or via United States mail. The bidder is responsible for ensuring the bid arrives at COA's office prior to the submission deadline. Bids must be sent to:

Council on Aging of Southwestern Ohio
Attn: Manager of Provider & Procurement Services
175 Tri County Parkway
Cincinnati, Ohio 45246

No late Bids will be accepted. COA is not responsible for and will not open or consider Bids arriving after the deadline because of missed delivery, improper address, insufficient postage, accident or any other cause. COA's building is open from 8:00 A.M. to 4:30 P.M., Monday through Friday. Please be aware that the COA offices will be closed Monday, January 21, 2019 in observance of the MLK holiday.

All questions regarding the RFP must be put in writing and submitted to:

provider_services@help4seniors.org

Only questions submitted in writing to this e-mail address will receive a response. All questions must be submitted no later than January 31, 2019. Responses to questions submitted will be posted on COA's website at <https://www.help4seniors.org/Service-Providers/Elderly-Service-Program/ESP-Request-Proposals.aspx> no later than February 4, 2019.

Background Information

Council on Aging of Southwestern Ohio (COA) was established in Cincinnati in 1970 and was incorporated as a nonprofit agency in December 1971. In 1974, COA was designated by the Ohio Commission of Aging, now the Ohio Department of Aging (ODA), as the Area Agency on Aging for Butler, Clermont, Clinton, Hamilton and Warren counties. These five counties comprise Planning and Service Area Number 1 (referred to as PSA-1) in the State of Ohio.

As a part of COA's services, they provide congregate meals and home delivered meals programs. Historically, COA has purchased this service in the following manner: Established organizations interested in providing catering services for congregate meals sites and home delivered meals would submit a proposal to COA through an RFP process. If the organization met the RFP requirements, the organization was then required to evidence compliance with the Service Specifications. An organization meeting all requirements would then be awarded an Agreement/Contract to provide the service.

COA has a history of procuring services in this manner for the Elderly Services Program since the inception of the program in Hamilton County in 1992. COA is the administrator of the Elderly Service Program in Butler, Clinton, Hamilton, and Warren Counties.

The goal of this RFP is to attract the highest quality Provider(s) for the lowest cost who can meet the demand for services. There is no commitment from COA on volumes due to the unknown nature of RFP responses.

Bidders receiving awards through this RFP process must agree to provide services in accordance with the Service Specifications.

Please note:

- COA shall award contracts based on the review and evaluation of proposals.
- This is a competitive bid process and not all Bidders will be awarded contracts. A contract in the past does not guarantee a contract in response to this RFP.

Integrity of the Procurement Process

During the procurement process, providers are permitted to have communication regarding this RFP with only the provider services team. All communication shall be in written form. Acceptable contact with the provider services team includes email, facsimile, or other forms of written communication. Providers are strictly prohibited from having contact with Elected Officials, Boards or others who may have decision making authority regarding the funding for this program. A Provider that demonstrates the behaviors listed below at any time during the procurement process will be disqualified from submitting a proposal for the resulting service.

The list includes, but is not limited to, the following examples:

- Hiring a representative to lobby on your company's or another company's behalf
- Third party communications
- Direct communication
- Telephone calls
- Emails
- Facsimiles
- Personal visits
- Mail

Bid Overview

Council on Aging of Southwestern Ohio (COA) is accepting proposals from qualified Bidders interested in contracting with COA to provide meal preparation and delivery of meals to providers of COA's Congregate Meal and Home Delivered Meal (HDM) programs. For the congregate meal service the Caterer would produce and deliver meals to meal sites where clients eat in a group setting. For the HDM program the Caterer will only be responsible for delivery of meals to Nutrition Provider sites. The Caterer does not deliver HDMs directly to the client. Currently one provider picks HDM up at caterer location.

The initial contract period is from October 1, 2019 to September 30, 2022 with two (2) additional one (1) year renewable options. The goal of this RFP is to attract the highest quality providers for the lowest cost who can meet the requirements and demand for services.

All Bidders must meet the Service Specifications, and all terms and conditions within this document, including any Appendices and/or Attachments, if selected to receive a Contract. Please read the document in its entirety. We anticipate a growing need for Gluten-Free and/or Allergen-Free meals in the next 5 years. We are accepting plans with pricing on how to address this during the term of this contract. Plan may include, but not limited to, securing allergen free meals from a subcontractor.

Service Delivery

Service and Meal Content Guidelines

Attachments 2-5 of this RFP contain Service Specifications for the Congregate Meals and Home Delivered Meals programs that the Caterer is required to adhere to in order to contract with COA. The Caterer is not required to adhere to requirements relating to meals eligibility, delivery of meals to the consumer, service verification, or consumer nutrition education and consultation. All congregate meals and home delivered meals prepared for COA must meet the meal content located within **Attachments 2 - 6** of this RFP and the Caterer must utilize nutritional analysis software in menu planning to ensure the meals meet requirements as stated in **Attachment 5 – Older Americans Act Nutrition Program-Nutrition Projects**.

Congregate Meals

COA supports the mission of the Older Americans Act by contracting with Nutrition Providers to furnish meals in a congregate setting. Most Nutrition Providers furnish a lunch congregate meal although two senior buildings currently serve a breakfast meal. COA is seeking Caterers who can give the Nutrition Providers the option of offering a choice of 2 entrées per day with a menu rotation of no less than 4 weeks, with a preference of a 6 week cycle. Suggested menu selections should include Beef, Poultry, Fish, Pork and Vegetarian options. Food preferences also include Soups, Salads, Sandwiches, and Breakfast items for lunch. All menus are subject to final approval by the COA Registered Dietitian. In 2018 the current caterer delivered to 21 senior centers or senior housing buildings, approx. 1,800 meals weekly. Congregate meals can be requested as follows:

- Nutrition Providers may request meals in bulk, or pre-plated.
- Nutrition Providers may request meals hot-ready to serve, chilled, or frozen.
- The Caterer supplies the following for congregate centers upon request: Cutlery Packs, 9" Dinner Plates, 6" Side Plates, 8 oz. Squat Cups, Squat Cup Lids, Trash Bags (40 gallon), Bleach (gallon), Dish Soap (Gallon), Hair Nets, Hani-wipes, Paper Towels, Plastic Aprons, Plastic Gloves.
- The Caterer supplies boxed lunches for congregate centers upon request.

See **Section Two – Demographics, Table 1** for Congregate Meals site and volume data.

Home Delivered Meals

COA is committed to offering a nutritious meal to clients with a wide variety to select from. The Home Delivered Meal program consists of chilled and frozen meals. The Caterer is expected to furnish regular, therapeutic, and mechanically altered meals. All menus are subject to final approval by the COA Registered Dietitian. COA is seeking Caterers who can give Nutrition Providers at minimum, the following meal choices:

- 10 Beef entrées
- 10 Poultry entrées
- 3 Pork entrées
- 3 seafood entrées
- 5 Vegetarian entrées
- 3 Breakfast options
- 20 Vegetable choices
- 4 Fresh Fruit choices
- 4 Canned Fruit choices
- 4 Fruit Juice choices
- Skim, 1 %, 2 % and low fat Chocolate Milk
- 100% Whole Wheat, Whole grain White Bread
- Condiments: Ketchup, Mayonnaise, Mustard, Tartar Sauce, Margarine, Salt Free Seasoning Packet
- 12 choices of snacks/desserts
- 15 Cardiac/Diabetic menu options
- 12 Renal menu options

Special Consideration will be given to menus that include: Cincinnati Chili, Green Salads and Meal combinations favored by locals (i.e. meatloaf/mashed potatoes, fish/macaroni and cheese, ham/beans/potatoes).

The Caterer shall deliver Home Delivered Meals to Nutrition Providers, or be prepared to have meals ready for pick-up. In 2018, 1 provider picked up meals from caterer. Individual meals may be requested in three types: (1) chilled and ready to reheat when client wishes; (2) frozen, to be placed in client's freezer and consumed at a later time or (3) Shelf Stable. Meal options will include Regular Meals, Therapeutic Meals (Cardiac/Diabetic, Renal, and Dysphagia), and Mechanically Altered (Chopped, Ground, Pureed).

- Nutrition Providers may request chilled or a combination of chilled and frozen meals. The Caterer shall be expected to provide approximately 9,000 meal per week. For 2018, COA estimates a total volume of 432,565 home delivered meals provided by current caterer.
- Caterer must package Home Delivered Meals in quantities per each Nutrition Provider's request. Required packaging options include: single meals and 2- 5 -7 day meal packages. Preference for ability to provide Therapeutic and Mechanically Altered meals for both single meals and 2-5-7 day meal packages.
- Shelf stable meals (complete packaged meals) must be available via the Caterer for Home Delivered Meal clients to store for use when Home Delivered Meals cannot be delivered. Nutrition Providers will order these supplies or meals thirty (30) days prior to delivery. Some Nutrition Providers may choose not to order from the Caterer for shelf stable meals.

The Caterer will deliver meals in vans or refrigerated vehicles owned/leased by the Caterer to Nutrition Provider sites in Butler, Clermont, Clinton and Hamilton Counties in Ohio. The Caterer may also be required to deliver meals to Warren County in Ohio. The Caterer will have the ability to deliver to all counties Monday through Friday.

See **Section Two – Demographics, Table 2** for Home Delivered Meals delivery site locations.

The Caterer is not responsible for delivering any meals directly to the client. Delivery times are arranged by mutual agreement between the Nutrition Providers and the Caterer. The driver must remain at the Nutrition Provider while the delivery is counted for accuracy and temperatures taken for food safety unless other agreements with the Nutrition Provider are made and approved by COA.

Currently, one Nutrition Provider picks up its meals at the Caterer's commissary/meal distribution site. The Nutrition Provider sends vehicles to pick up meals in containers owned by the Caterer. The Caterer provides sufficient packing materials to keep meals at safe temperatures. The previous day's containers are returned to the Caterer by the Nutrition Provider for cleaning by the Caterer. The Caterer is responsible for counting meals, and having each route's meals ready for pick up in insulated containers when the Nutrition Provider's vehicles arrive. Caterer personnel must oversee the process to ensure accuracy. Caterer's Commissary/meal distribution site must include sufficient space for the Nutrition Providers to load their meals within

a one hour period.

See **Section Two – Demographics, Table 3** for Catered Home Delivered Meals volume data.

See **Section Two – Demographics, Table 4** for Self-Produced Home Delivered Meals volume data.

There is a direct relationship between the Nutrition Providers and the Caterer. The Caterer provides an order sheet to the Nutrition Provider, who submits the order to the Caterer daily or weekly at an agreed upon time. Problem resolution should occur between the Nutrition Provider and the Caterer. COA will act as mediator whenever requested.

It is the goal of COA to contract with a strategic partner. As a strategic partner the Caterer must:

- Understand COA’s mission, vision, values, and strategic objectives;
- Be forward-thinking to identify and bring to our clientele new/emerging technology and innovations that support long term care services and supports in an efficient, dependable, and cost effective manner;
- Have a broad and deep understanding of the food industry and market;
- Actively seek solutions that allow COA to serve more seniors with existing dollars, including other (non-levy) funding opportunities.

Caterer management should initiate a meeting(s), no less than annually, with COA and/or with COA and the Nutrition Providers. Additional meetings will occur as requested by COA and/or the Nutrition Provider. COA will also conduct contract compliance reviews and quality monitoring of the Caterer.

Section Two – Demographics

Table 1: Congregate Meals Current Nutrition Providers Sites and Volume Estimates including Catered and those Self-Produced by the Congregate Meal Providers.

Nutrition Providers - Congregate Meals			
Name	Address	Contractor	2018 Volume Estimate of Congregate Meals
Catered Meal Providers			
Anderson Senior Service Center	7970 Beechmont Ave. Cincinnati OH 45255	Cincinnati Area Senior Services	
Booth Residence/Salvation Army	6000 Townvista Dr. Cincinnati OH 45224	Cincinnati Area Senior Services	
Church of our Savior	65 E. Hollister St. Cincinnati OH 45219	Cincinnati Area Senior Services	
Delhi Senior Center	647 Neeb Rd. Cincinnati OH 45238	Cincinnati Area Senior Services	
Green Township Senior Center	3620 Epley Rd. Cincinnati OH 45247	Cincinnati Area Senior Services	
Maple Towers	601 Maple Ave. Cincinnati OH 45229	Cincinnati Area Senior Services	
Over the Rhine Senior Center	1720 Race St Cincinnati OH 45202	Cincinnati Area Senior Services	
Sharonville Community Center	10990 Thorniew Rd. Cincinnati 45241	Cincinnati Area Senior Services	
Cincinnati Area Senior Services Site Total			48,510
Bond Hill Senior Center	1501 Elizabeth St. Cincinnati OH 45237	Cincinnati Recreation Commission	
Evanston Senior Center	3204 Woodburn Ave Cincinnati OH 45207	Cincinnati Recreation Commission	
Oakley Senior Center	3882 Paxton Ave. Cincinnati OH 45209	Cincinnati Recreation Commission	
Price Hill Senior Center	959 Hawthorne Ave. Cincinnati Oh 45205	Cincinnati Recreation Commission	
Cincinnati Recreation Commission Site Total			12,292
Bethel Woods Center	610 Easter Rd. Bethel OH 45106	Clermont Senior Services	
Miami Township Civic Center	6101 Meijer Dr. Milford OH 45150	Clermont Senior Services	
Clermont Senior Services Site Total			751
Clinton County Community Action	717 N. Nelson Ave. Wilmington OH 45177	Clinton County Community Action	6,654
Colerain Township Senior Center	4300 Springdale Road, Cincinnati OH 45251	Colerain Township Senior Center	1,181
Harrison Senior Center	300 George St. Harrison OH 45030	Harrison Senior Center	5,746
West College Hill Senior Center	2062 West North Bend Rd. Cincinnati OH 45224	West College Hill Senior Center	5,083
Clifton Senior Multi-Service Center	900 Rue de la Paix, Cincinnati OH 45220	North College Hill Senior Center	
North College Hill Sr. Center	1586 Goodman Ave. Cincinnati OH 45224	North College Hill Senior Center	
North College Hill Senior Center Site Center			5,451
North Fairmount Senior Center	1860 Queen City Av. Cincinnati OH 45214	North Fairmont Seniors	5,734
Catered Meal Providers Volume Estimate:			91,402
Name	Address	Contractor	2018 Volume Estimate of Congregate Meals
Self-Producing Meal Providers			
Central Connections (Middletown Senior Citizens)**Central Connections Senior Center	3907 Central Ave. Middletown, OH 45044	Central Connections	
**Dublin House	1425 Central Ave., Middletown, OH 45044	Central Connections	
**Mayfield Village Apts.	2030 Aaron Drive Middletown, OH 45044	Central Connections	
**Trinity Manor Meal Site	301 Clark St Middletown, OH 44042	Central Connections	
**Belle Tower Apartments	631 Woodlawn Ave., Hamilton, OH 45015	Central Connections	
**Booker T. Washington Community Center	1140 South Front St., Hamilton, OH 45011	Central Connections	
Central Connections Site Total			16,744
Hyde Park Multiservice - **Hyde Park Center for Older Adults	2800 Erie Avenue Cincinnati, OH 45208	Hyde Park Multi-Service Center	4,931
Mayerson JCC ** Mayerson JCC	8485 Ridge Road Cincinnati, OH 45236	Mayerson Jewish Community Center	
**JCafe	8485 Ridge Road Cincinnati, OH 45236	Mayerson Jewish Community Center	
Mayerson Jewish Community Center Site Total			15,315
Oxford Seniors**Oxford Senior Center	922 Tollgate Drive Oxford, OH 45056	Oxford Senior Citizens	
**Reily Presbyterian Church	6370 Peoria Reily Rd. Oxford, OH 45056	Oxford Senior Citizens	
Oxford Senior Citizens Site Total			4,082
**West Chester Activity Center	7900 Cox Road, West Chester, OH 45069	Senior Citizens-Partners in Prime	6,357
Warren County Community Service **741 Dining Center	570 North State Route 741 Lebanon, OH 45036	Warren County Community Service	
**Franklin Dining Center @ Sherman Glenn	301 Sherman Glenn Drive, Franklin, OH 45005	Warren County Community Service	
**Lebanon Dining Center @ Station Hill	114 Dave Street Lebanon, OH 45036	Warren County Community Service	
**Morrow Dining Center @ Earl Maag	124 Pamela Drive Morrow, OH 45152	Warren County Community Service	
**South Lebanon Dining Center @ Union Village	327 North Section Street, South Lebanon, OH 45065	Warren County Community Service	
Warren County Community Service Site Total			22,702
Self-Producing Meal Providers Volume Estimate:			70,131
Total Congregate Meal Estimated Volume			161,533

Note: Self-producing meal provider meal volume provided for information only. Can be used as a future reference for any changes between catered meal providers and self-produced meal providers.

Table 2: Home Delivered Meals Current Nutrition Providers Delivery Addresses:

Nutrition Providers – Home Delivered Meals		
Name	Address*	Contractor
Clermont Senior Services	2085 James E Sauls Drive, Batavia, OH	Clermont Senior Services
Clifton Senior Center	900 Rue de la Paix, Cincinnati, OH 45220	North College Hill Senior Center
Clinton County Multipurpose Center	717 N. Nelson, Wilmington, OH 45177	Clinton County Community Action Program
Deupree Community Meals on Wheels	3939 Erie Avenue Cincinnati OH 45208	Deupree Community Meals on Wheels
Harrison Senior Center	300 George Street, Harrison, OH 45030	Harrison Senior Center
Maple Knoll Outreach Services for Seniors	11275 Springfield Pike, Cincinnati, OH	Maple Knoll Outreach Services
Mayerson Jewish Community Center	8485 Ridge Road, Cincinnati, OH 45236	Mayerson Jewish Community Center
North College Hill Senior Center	1586 Goodman Avenue, Cincinnati, OH 45224	North College Hill Senior Center
Oxford Seniors-McCullough-Hyde Hospital	110 North Poplar St, Oxford, Ohio 45056	Oxford Senior Citizens Inc.
Partners in Prime- Berkley Square	100 Berkley Drive, Hamilton, OH 45013	Partners in Prime

The above is a list of delivery addresses of current Nutrition Providers. The Caterer may also be required to deliver meals to additional sites within the five county area COA serves during the term of the contract.

Table 3: Catered Home Delivered Meals Volume estimates for Elderly Services Program, PASSPORT, and Title III meals.
(PASSPORT volume is for information only).

Home Delivered Meals Volume Estimate Chart for 2018					
Catered Meal Providers					
ESP Provider	Meal Type	Average Clients per Month	Total Clients Served in 2018	Units per Month	Total Units Delivered in 2018
Cincinnati Area Senior Services	HDM Shelf Stable			77	927
Cincinnati Area Senior Services	HDM Daily	46	96	1,016	12,189
Cincinnati Area Senior Services	HDM Weekly	751	1,244	18,826	225,915
Cincinnati Area Senior Services	HDM Therapeutic Daily	1	3	20	235
Cincinnati Area Senior Services	HDM Therapeutic Weekly	41	84	1,036	12,426
Total for Cincinnati Area Senior Services		839	1,427	20,974	251,692
Clinton Co. Community Action Program	HDM Shelf Stable			11	136
Clinton Co. Community Action Program	HDM Daily	30	56	789	9,469
Clinton Co. Community Action Program	HDM Weekly	33	69	822	9,860
Clinton Co. Community Action Program	HDM Therapeutic Daily	1	3	19	228
Clinton Co. Community Action Program	HDM Therapeutic Weekly	18	39	477	5,727
Total for Clinton Co. Community Action Program		82	167	2,118	25,420
Deupree	HDM Shelf Stable			34	406
Deupree	HDM Daily	68	111	1,552	18,622
Deupree	HDM Weekly	149	270	3,537	42,440
Deupree	HDM Therapeutic Daily	3	4	59	702
Deupree	HDM Therapeutic Weekly	10	22	271	3,249
Total for Deupree		229	407	5,452	65,419
Maple Knoll Outreach Services	HDM Shelf Stable			31	366
Maple Knoll Outreach Services	HDM Daily	26	50	538	6,460
Maple Knoll Outreach Services	HDM Weekly	152	261	3,550	42,603
Maple Knoll Outreach Services	HDM Therapeutic Daily	1	1	3	41
Maple Knoll Outreach Services	HDM Therapeutic Weekly	9	20	223	2,673
Total for Maple Knoll Outreach Services		188	332	4,345	52,143
North College Hill Senior Center	HDM Shelf Stable			20	236
North College Hill Senior Center	HDM Daily	7	18	151	1,816
North College Hill Senior Center	HDM Weekly	109	189	2,759	33,110
North College Hill Senior Center	HDM Therapeutic Weekly	9	18	227	2,729
Total for North College Hill Senior Center		125	225	3,158	37,891
Total for HDM Shelf Stable		-	-	173	2,071
Total for HDM Daily		178	331	4,046	48,556
Total for HDM Weekly		1,193	2,033	29,494	353,928
Total for HDM Therapeutic Daily		6	11	101	1,206
Total for HDM Therapeutic Weekly		86	183	2,234	26,804
Total for ESP Catered Meals		1,464	2,558	36,047	432,565
PSP Provider	Meal Type	Average Clients per Month	Total Clients Served in 2018	Units per Month	Total Units Delivered in 2018
Cincinnati Area Senior Service, Inc.	HDM	48	85	1,274	15,292
Cincinnati Area Senior Service, Inc.	Therapeutic Meals	1	1	11	133
Total for Cincinnati Area Senior Service, Inc.		49	86	1,285	15,425
Clermont Senior Services, Inc.	HDM	12	31	297	3,569
Clinton County Community Action Program	HDM	6	15	130	1,563
Deupree	HDM	37	88	1,025	12,301
Deupree	Therapeutic Meals	1	2	27	329
Total for Deupree		39	90	1,053	12,630
Maple Knoll Communities, Inc.	HDM	10	24	248	2,976
North College Hill Senior Center	HDM	8	20	196	2,347
Total for HDM		120	263	3,171	38,048
Total for Therapeutic Meals		2	3	39	462
Total for PSP Catered Meals		123	266	3,209	38,510
Title III Provider	Meal Type	Average Clients per Month	Total Clients Served in 2018	Units per Month	Total Units Delivered in 2018
Clermont Senior Services	HDM	242	506	4,445	53,334
Total for Title III Catered Meals		242	506	4,445	53,334
Overall Total for Catered Meals		1,828	3,330	43,701	524,409

Table 4: Self-Produced Home Delivered Meals Volume estimates for Elderly Services Program, PASSPORT, and Title III meals. (PASSPORT volume is for information only)

Home Delivered Meals Volume Estimate Chart for 2018					
Self-Produced Meal Providers					
ESP Provider	Meal Type	Average Clients per Month	Total Clients Served in 2018	Average Units per Month	Total Units Delivered in 2018
Central Connections	HDM Shelf Stable			39	472
Central Connections	HDM Daily	62	121	1,456	17,473
Central Connections	HDM Weekly	203	302	5,229	62,744
Central Connections	HDM Therapeutic Daily	1	1	12	142
Central Connections	HDM Therapeutic Weekly	3	7	85	1,015
Total for Central Connections		269	431	6,821	81,846
Mayerson Jewish Community Center	HDM Shelf Stable Kosher			7	78
Mayerson Jewish Community Center	HDM Kosher Daily	2	5	51	611
Mayerson Jewish Community Center	HDM Kosher Weekly	44	83	1,071	12,854
Total for Mayerson Jewish Community Center		46	88	1,129	13,543
Oxford Senior Citizens	HDM Shelf Stable			1	17
Oxford Senior Citizens*	HDM Daily	40	64	838	10,056
Oxford Senior Citizens	HDM Weekly	3	7	31	374
Oxford Senior Citizens	HDM Therapeutic Daily	2	4	33	390
Oxford Senior Citizens	HDM Therapeutic Weekly	1	1	2	29
Total for Oxford Senior Citizens		45	76	906	10,866
Partners In Prime	HDM Daily	257	397	6,168	74,014
Partners In Prime	HDM Weekly	153	283	3,573	42,875
Partners In Prime**	HDM Therapeutic Daily	3	11	64	773
Partners In Prime**	HDM Therapeutic Weekly	6	14	150	1,798
Total for Partners in Prime		419	705	9,955	119,460
Warren County Community Services	HDM Shelf Stable			151	1,808
Warren County Community Services	HDM	2	2	28	339
Warren County Community Services	HDM Daily	601	1,103	13,739	164,867
Warren County Community Services	HDM Weekly	377	603	8,916	106,988
Warren County Community Services	HDM Therapeutic Weekly	7	13	164	1,971
Total for Warren County Community Services		986	1,721	22,998	275,973
Wesley Community Services	HDM Shelf Stable			100	1,199
Wesley Community Services	HDM Daily	35	71	768	9,218
Wesley Community Services	HDM Weekly	643	1,021	16,007	192,083
Wesley Community Services	HDM Therapeutic	5	12	135	1,625
Wesley Community Services	HDM Therapeutic Daily	5	11	134	1,610
Wesley Community Services	HDM Therapeutic Weekly	135	225	3,428	41,132
Total for Wesley Community Services		822	1,340	20,572	246,867
Total for HDM Shelf Stable		-	-	291	3,496
Total for HDM		2	2	28	339
Total for HDM Daily		994	1,756	22,969	275,628
Total for HDM Weekly		1,378	2,216	33,755	405,064
Total for HDM Shelf Stable Kosher		-	-	7	78
Total for HDM Kosher Daily		2	5	51	611
Total for HDM Kosher Weekly		44	83	1,071	12,854
Total for HDM Therapeutic		5	12	135	1,625
Total for HDM Therapeutic Daily		11	27	243	2,915
Total for HDM Therapeutic Weekly		152	260	3,829	45,945
Total for ESP Self-Produced Meals		2,588	4,361	62,380	748,555
PSP Provider	Meal Type	Average Clients per Month	Total Clients Served in 2018	Average Units per Month	Total Units Delivered in 2018
Central Connections	HDM	3	7	79	948
Clossman Catering	HDM	105	174	3,116	37,388
Global Meals	HDM	37	72	1,158	13,901
Global Meals	HDM Kosher Meals	4	7	120	1,445
Total for Global Meals		41	79	1,279	15,346
Mayerson Jewish Community Center	HDM	9	21	227	2,724
Mayerson Jewish Community Center	HDM Kosher Meals	5	11	153	1,837
Total for Mayerson Jewish Community Center		14	32	380	4,561
Mom's Meals	HDM	8	16	206	2,472
Oxford Senior Citizens, Inc.	HDM	1	1	20	242
Partners In Prime	HDM	9	21	261	3,131
Simply EZ of Columbus, Ltd.	HDM	4	16	101	1,207
Warren County Community Services	HDM	8	22	163	1,959
Wesley Community Services	HDM	78	168	2,164	25,968
Wesley Community Services	HDM Therapeutic Meals	13	29	367	4,398
Total for Wesley Community Services		91	197	2,531	30,366
Total for HDM		263	518	7,495	89,940
Total for HDM Kosher Meals		9	18	274	3,282
Total for HDM Therapeutic Meals		13	29	367	4,398
Total for PSP Self-Produced Meals		285	565	8,135	97,620
Overall Total for Self-Produced Meals		2,872	4,926	70,515	846,175

*Oxford orders 50 Frozen meals/week from Caterer ** Partners in Prime order- 33 Cardiac and 12 Renal meals/week from Caterer

Section Three – Proposal Submission Checklist

A complete bid proposal includes the following:

1) Bid Forms and Documentation:

- ☐ Bidder's Information Form (Section Six of RFP)
- ☐ Bid Rates for years 1 through 3, including optional renewals for years 4 and 5 (Attachment One)
- ☐ Certificate of Secretary of State (current and in good standing)
- ☐ Current Bureau of Workers' Compensation Certificate
- ☐ Certificate of Insurance evidencing the Bidder's liability meets the proper requirements
- ☐ Dated statement from contracted CPA or an internal officer confirming all local, state, and federal income and employment tax payments are current
- ☐ Bidder's Certification of Payment of Personal Property Tax (Section Six of RFP)
- ☐ Debarment, Suspension, Ineligibility and Exclusion Certification (Section Six of RFP)
- ☐ Non-Collusion Affidavit (Section Six of RFP)
- ☐ Financial Analysis:
 - Prior year financial statements
 - Prior year's tax return (All Schedules)
 - Prior year's statement of Revenue and Expenses
 - A/P Aging (classified in 30, 60, 90 days past due)

2) Evaluation responses:

- ☐ 2nd Level Evaluation response
- ☐ 3rd Level Evaluation response
- ☐ 4th Level Evaluation response

3) Proposal:

- ☐ **One (1) signed original and four (4) copies of proposal** – Optional 1 USB flash drive containing an electronic version (*.doc or *.pdf) of the original proposal document with all narratives and forms scanned as a single document.

Section Four – Pricing

INSTRUCTIONS FOR SUBMITTING BID RATES

Fill out Attachment One – Bid Rate Worksheet.

Ensure your pricing worksheet(s) includes the following information.

- **Bidder Name:** Enter your full legal name.
- **Total Bid Amount by Meal Type:** Submit pricing per unit (1 unit = 1 meal) for years 1 through 3, as well as the cost for the renewal options of year 4 and 5, per each type of meal.
- **Include (at minimum) pricing for the following types of meals for years 1 through 3, as well as the cost for the potential renewal options for years 4 and 5:**

Pre-Portioned Home Delivered Meals:	*Congregate Bulk Meals:
Chilled, Ready to Heat Meals	Hot, Ready to Serve Meals
Frozen - Single Meal	Chilled, Ready to Heat Breakfast
Frozen - 2 Day Package	Chilled, Ready to Heat Lunch
Frozen - 5 Day Package	Box Lunch
Frozen - 7 Day Package	Delivery Charge
Therapeutic Meals	
Mechanically Altered	
Shelf Stable	
Delivery Charge	

*Please ensure the rates submitted for Congregate Bulk Meals includes the cost of supplies referenced in Section Two of this RFP.

Section Five – Proposal Evaluation

COA shall award a Contract to the Bidder(s) who submit the best Bid proposals based on evaluation of all Bids as determined by COA, in its sole discretion unless COA rejects all Bids.

COA reserves the right to reject any or all Bids, any part or parts of any Bid, and also the right to waive any informality in any Bid. Any Bid which is conditional, obscure, or which contains additions not requested, or irregularities of any kind may be rejected.

COA reserves the right to make changes in program requirements, procedures, and terms after the Bid have been submitted, opened and reviewed in order to maximize delivery of services consistent with the objectives of the Home Delivered Meals and Congregate Meals Program.

COA reserves the right to apply any of the following, if warranted, in COA's sole opinion:

- Negotiate price
- Award to multiple providers
- Eliminate any term or condition that is not advantageous to COA, its clients, or funders.

Bid proposals will be evaluated based on Bidder's (1) Financial Analysis and Stability, Certificate of Insurance, and Workers Compensation Certificate (2) The Organization and Capabilities Overview, (3) Product Demonstration and Taste, (4) Personnel, Staffing and Training, and (5) Pricing. There are five categories of review identified in the tables below. The first category evaluation determines if the proposal meets the requirements of the RFP and the organization is financially stable. Bidders not meeting the first category evaluation criteria may not be considered further. The second category evaluation is for the organization and capabilities. The third category evaluation scores Product Demonstration and Taste. The fourth category evaluation is for the Provider's Personnel, Staffing and Training. The fifth category evaluation is based on Pricing. The tables below provides criteria, descriptions, and scoring guidelines.

Selection

COA will form a review committee made up of representatives from various functional areas within and outside of the organization. This review committee will base its recommendation on the evaluation criteria set forth in this RFP. The committee will conduct an initial evaluation based on information in the company proposals.

Scoring of Submission

The committee will base the evaluations on the following criteria:

Description	Evaluation Criteria
1 st Category Evaluation- Go/No Go Criteria	Submitted Documentation
2 nd Category Evaluation- The Organization and Capabilities	0-28 points
3 rd Category Evaluation- Product Demonstration and Taste	0-4 points
4 th Category- Personnel, Staffing, and Training	0-16 points
5 th Category Evaluation- Pricing	Complete based on requested pricing information, and competitive with other proposals

1st Level Evaluation: GO/NO GO CRITERIA

These are YES/NO criteria. Any submission with 1 or more "NO" answers will be discussed with the review committee to determine if further evaluation will be afforded or granted.

Number	Category	Examples for Scoring	Points
1 Financial Stability, Insurance, Workers' Compensation	<ol style="list-style-type: none"> 1. Provide prior year's tax return (including schedules) and prior year's statement of revenue and expenses. 2. Dated statement from a contracted CPA or an internal officer confirming that all federal, state, and local income and employment tax payments are current and paid through the most recent tax year. 3. Provide Certificate of Insurance evidencing Bidder's liability insurance meets proper requirements. 4. Provides Current Workers' Compensation Certificate. 	<p>GO: No material findings present on audited financial reports. Provides current Certificate of Insurance and Workers' Compensation Certificate.</p> <p>NO GO: Financial data not provided or audits contain material findings or unaudited financials show lack of financial stability. Unable to provide Certificate of Insurance and Workers' Compensation Certificate.</p>	<p>GO</p> <p>NO/GO</p>

2nd Level Evaluation: The Organization and Capabilities Overview

This level of the evaluation will be evaluated using the categories, as shown below.

Number	Category	Examples for Scoring	Points
1 Commencement Of Services	<p>Describe your company's:</p> <p>1. Ability to Provide Regular, Therapeutic (Cardiac, Diabetic, Renal, Dysphagia), Mechanically Altered (Chopped, Ground, Pureed) and Shelf Stable Home Delivered Meals for approx. 9,000 meals weekly or 432,565 meals annually.</p> <p>2. Plan for securing any additional equipment necessary to execute bid requirements.</p> <p>3. Ability to provide chilled or frozen meals, accommodate single meals, 2-5-7 day packaging options, delivery to all 5 counties - Monday through Friday for HDM, within an acceptable time frame.</p> <p>4. Ability to provide approx. 1,800 weekly: hot ready to serve, chilled or frozen meals in either individual plated, bulk food or boxed lunches for congregate meal program. Ability to delivery to all 5 counties- Monday through Friday for Congregate Meals, within an acceptable time frame.</p> <p>5. Plan for educating Nutrition Providers on ordering/receiving process.</p> <p>6. Statement regarding whether a commissary or distribution site will be utilized to service the contract and how this space will be secured/obtained.</p> <p>7. Delivery plan of congregate meals and home delivered meals for the first day of service under the</p>	<p>Example 1-Propoal describes bidder's ability to provide most of the Therapeutic or Mechanically altered meals. Bidder cannot guarantee delivery of 9,000 HDM meals weekly and 1,800 congregate meals weekly.</p> <p>Example 2-Proposal includes description of bidder's ability to provide approx. 9,000 meals weekly (Therapeutic, Mechanically Altered and Shelf Stable meals) for Home Delivered meal program and 1,800 meals weekly (hot, chilled, frozen, box lunches) for congregate meal program. Bidder mentions need for additional equipment but no plan on securing it. Bidder mentions packaging for meals. Bidder mentions potential to deliver to all 5 counties Monday-Friday.</p> <p>Example 3-Proposal includes description of bidder's ability to provide 9,000 weekly home delivered meals (Regular, Cardiac/Diabetic, Mechanically Altered, and Shelf Stable meals). Proposal includes bidder's ability to provide 1,800 weekly congregate meals (hot, chilled, frozen, box lunches). Bidder mentions packaging and meal type for HDM and individual plated or bulk meals, and meal type for congregate. Bidder states they have a plan for educating providers on ordering/receiving processes. If applicable- bidder includes statement if commissary or distribution site will be utilized and how it will be secured. Bidder mentions ability to delivery to the 5 county's Monday-Friday within an acceptable time frame. Bidder mentions plan for delivery for the first day of service.</p> <p>Example 4- Proposal includes detailed description of bidder's ability to provide approx. 9,000 meals weekly for home delivered meal program-consisting of Regular, Therapeutic, Mechanically Altered and Shelf Stable meals. Detailed description of chilled/frozen availability in</p>	0-4

	contract.	single meals and 2-5-7 day packaging options for HDM. Detailed description of ability to provide 1,800 weekly congregate meals consisting of hot ready to serve, chilled or frozen meals in individual plated, or bulk meals and box lunches for congregate program. Proposal includes comprehensive detail and plan that describes ability to deliver in all 5 counties; Monday-Friday within an acceptable time frame. Proposal includes detailed list of any additional equipment necessary and plan on how they will secure it. Proposal includes detailed plan for educating Nutrition providers on the ordering/receiving process, using a preferred method between provider and caterer, for maximum efficiency. Proposal includes strategic plan details for delivery of congregate meals and home delivered meals for the first day of service.	
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2 Licensing, Nutritional Analysis, Food Safety	<p>Provide documentation of:</p> <ol style="list-style-type: none"> 1. Contracting with Ohio Registered, Licensed Dietitian for menu review. 2. Name of nutritional analysis software. 3. Current Ohio Department of Agriculture Registrations and local food license (as applicable). 4. Inspection reports for the last 2 years that indicate compliance with local, state and federal food safety requirements. 5. Good Manufacturing Practices as it pertains to food receiving, food handling, food preparation and food safety to prevent food borne illness. 	<p>Example 1-Proposal does not include documentation of Registered Dietitian License, ODAg or local food license. Bidder does not have nutritional analysis software.</p> <p>Example 2-Proposal includes Registered Dietitian license. Proposal includes ODAg and local food license with inspection reports (last 2 years) that reveal violation(s) that were not addressed. Name of nutritional analysis program mentioned.</p> <p>Example 3- Proposal includes copy of Registered Dietitian license, copy of ODAg license and inspection reports (last 2 years) with no violations or violations that were addressed, but not in timely manner. Bidder gave name of nutritional analysis program. Proposal includes details of their Good Manufacturing Practices.</p> <p>Example 4-proposal includes copy of Registered Dietitian license who reviews menu, copy of ODAg license and inspection reports (last 2 years) with no violations or violations that were addressed in a timely and appropriate manner. Proposal includes multiple examples of nutritional analysis of menu options. Proposal includes Comprehensive details of Good Manufacturing Practices with examples of</p>	0-4
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<p>3 Meal options, Food Choice</p>	<p>Describe your company's ability to offer meal choices to clients:</p> <ol style="list-style-type: none"> 1. Number of congregate meal options available each day. 2. Number of home delivered meal options including number of beef, poultry, pork, seafood, vegetarian, breakfast items, vegetables, fruit and dessert/snacks. 3. Number of Therapeutic meal options and ability to provide them for single meals as well as 2-5-7 day meal packages. 4. Ability to provide mechanically altered meals. 5. Ability to offer Breakfast meal delivery. 6. Frequency of menu rotations. 7. Special consideration for menu's that include Cincinnati Chili, Green Salads, and meal combinations favored by locals (i.e. meatloaf/mashed potatoes, fish/macaroni and cheese, ham/beans/potatoes). 	<p>Example 1-Proposal mentions a limited number of meal options that does not meet the suggested number of meal options.</p> <p>Example 2-Proposal mentions ability to provide variety with few details of number of options available or example of menus. Proposal mentions ability to provide a 4 week rotation.</p> <p>Example 3-Proposal mentions number of congregate meals options available daily. Proposal includes some details of home delivered meal options that include the minimum required : 10 beef, 10 poultry, 3 pork, 3 seafood, 5 vegetarian, 3 breakfast entrees, 20 vegetables, 4 fresh fruit, 4 canned fruit, 4 juice choices, skim, 1%, 2% and low fat chocolate milk, 100% whole wheat bread, whole grain white bread, 12 dessert/snack options, condiments (ketchup, mayonnaise, margarine, mustard, Tatar sauce, salt free seasoning packet), 15 Cardiac/Diabetic meal options, 12 Renal meal options. List of mechanically altered meals available (chopped, ground, puree. Proposal includes examples of menu's and 4 week menu rotation.</p> <p>Example 4-Proposal includes at least 2 meal options for congregate meals. Proposal includes number of home delivered meal options that achieves or exceeds the minimum required: 10 beef, 10 poultry, 3 pork, 3 seafood, 5 vegetarian, 3 breakfast entrees, 20 vegetables, 4 fresh fruit, 4 canned fruit, 4 juice choices, skim, 1%, 2% and low fat chocolate milk, 100% whole wheat bread, whole grain white bread, 12 dessert/snack options, condiments (ketchup, mayonnaise, margarine, mustard, Tatar sauce, salt free seasoning packet), 15 Cardiac/Diabetic meal options, 12 Renal meal options. List of mechanically altered meals available (chopped, ground, puree) Comprehensive menu examples are provided that reflect the requirements above. Menu includes local favorites (Cincinnati Chili, meatloaf/mashed potatoes, fish/macaroni</p>	<p>0-4</p>
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<p>4 Continual Quality Improvement Process</p>	<p>Describe how your company's Quality Management System:</p> <ol style="list-style-type: none"> 1. Incorporates policies, processes and activities which reduce risk, identify weaknesses, and improve all aspects of service delivery. 2. Addresses problems in a timely manner. 3. Engage and utilize customer feedback. 4. Engage multiple stakeholders in the quality improvement process, including employees, management, clients, providers and other stakeholders such as COA. 5. Use standardized data collection tools such as customer satisfaction surveys. 	<p>and cheese, ham/beans/potatoes). Proposal includes ability to provide</p> <p>Therapeutic and Mechanically Altered meals for single meals as well as 2-5-7 day meal packages. Bidder demonstrates the ability to provide a 4-6 week rotation.</p> <p>Example 1-Proposal mentions they have a quality improvement process. Example 2- Proposal mentions quality management policies with no examples or details on how they collect or use data. Example 3- Proposal includes quality management policies. Proposal includes some explanation of how they address problems, how they collect data and how they use the data. Example 4-Proposal includes thorough quality management policies. Proposal includes multiple examples of how problems are addressed in a timely manner. Proposal includes comprehensive details on how data is collected, who it is collected from and what it is used for.</p>	
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<p>5 Emergency Preparedness</p>	<p>Describe your company's plan to address:</p> <ol style="list-style-type: none"> 1. Food and supply shortages. 2. Food safety concerns (contamination, failed temperature controls, food recalls). 3. Staffing shortages. 4. Equipment and vehicle failures. 5. Environmental emergencies (weather, power, outages, domestic disturbances). 	<p>Example 1-Proposal does not mention plan to address shortages, food safety, failures or emergencies.</p> <p>Example 2-Proposal mentions they have a plan to address shortages, food safety, failures and emergency, but no details.</p> <p>Example 3-Proposal includes plan for addressing staff/food/supply shortages, food safety concerns, equipment and vehicle failures, emergencies.</p> <p>Example 4-Proposal contains comprehensive details of company training and onboarding process with respect to food safety. Proposal includes extensive details of their continuity of operations plan with respect to staffing challenges and food/supply shortages, food safety concerns, equipment, vehicle failures, and emergencies to ensure timely completion of deliveries.</p>	<p>0-4</p>
<p>6 Experience and Commitment to Aging</p>	<p>Proposal includes examples of:</p> <ol style="list-style-type: none"> 1. Years, depth and breadth of service to the elderly as a business. 2. Organizational mission that supports care services and supports philanthropic efforts on behalf of low income elderly, contributions to the professional field of aging and advocacy efforts supporting services and support for the elderly. 	<p>Example 1- Proposal does not mention service to the elderly, does not include company mission or how they support the low income elderly.</p> <p>Example 2-Proposal includes company mission and mentions support of low income elderly with no examples given.</p> <p>Example 3-Proposal includes company mission and examples of service to elderly with some details. Proposal mentions support with some details for low income elderly.</p> <p>Example 4-Proposal includes detailed examples of service to elderly. Proposal includes company mission and thorough details of how they support low income elderly.</p>	<p>0-4</p>

7 County Presence	<p>Bidder demonstrates:</p> <p>1. A presence in one of the 5 counties (Butler, Clermont, Clinton, Hamilton, Warren) where COA provides services. County presence is defined as having a physical office location in a county, hiring employees who reside in a county and/or payment of payroll tax to the county.</p>	<p>Example 1- Bidder is not located in Ohio, Indiana, or Kentucky.</p> <p>Example 2- Bidder is physically located in counties located further out than neighboring counties of COA</p> <p>Example 3- Bidder is physically located in a neighboring county. Bidder demonstrates history of hiring employees residing in 5 county region and/or in neighboring county.</p> <p>Example 4- Bidder is located in either Butler, Clermont, Clinton, Hamilton, or Warren County. Bidder demonstrates history of hiring employees residing in 5 county region. Bidder has a physical office in one of the 5 counties.</p>	0-4
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3rd Level Evaluation: Product Demonstration and Taste

This level of the evaluation will be evaluated using the categories, as shown below.

Number	Category	Examples for Scoring	Points
1 Product Demonstration and Taste	<p>Bidder will provide 5 each of beef, poultry and cardiac meals (on a designated day and time). Meals must reflect a standard meal that will be served to a client in the home delivered meal program and must be prepared and packaged according to specifications outlined in Attachments 1-5. The meals must be complete: which includes fruit, snack/dessert, bread and milk as appropriate. Tester will evaluate based on:</p> <ul style="list-style-type: none"> • Appearance- Attractive or unappetizing • Aroma-appealing or not appealing • Flavor- Tasteful or off flavor • Texture-Just right, Cooked too much or not cooked enough • Portion-not enough, just right, too much • Packaging-includes production date, use by date, and written preparation instructions. Ease of 	<p>Example 1- Bidder did not provide meals for tasting.</p> <p>Example 2- Bidder did provide meals but were not complete or packaged according to specifications that reflect a meal that will be served to a client in the home.</p> <p>Example 3- Bidder provided 5 each of beef, poultry and cardiac meals that were complete with fruit, snack/dessert, bread and milk. Packaging is reflective of a meal that will be served to a client in the home. Bidder received the second highest rating during the tasting.</p> <p>Example 4- Bidder provided 5 complete meals of beef, poultry and cardiac for tasting that included fruit, snack/dessert, bread and milk. Meals arrived in packaging reflective of a meal that will be served to a client in the home according to the specification. Packaging includes production date, use by date, and written preparation instructions. Packaging is durable and able to endure the delivery process. Bidder received the highest rating during the tasting.</p>	0-4

	package opening. Packaging is durable and able to endure the delivery process.		
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4th Level Evaluation: Personnel, Staffing and Training

This level of the evaluation will be evaluated using the categories, as shown below.

Number	Category	Examples for Scoring	Points
1 Recruitment, hiring and retaining staff, Tenure in leadership positions.	Describe your organizations: 1. Strategy to recruit, hire and retain staff. 2. Backup plan in the event a staff member is unable to complete services. 3. Retention and tenure in leadership positions. 4. Criminal records check and reference check.	Example 1 -Proposal mentions recruiting outlets used (I.e.-paper, website, word of mouth etc.) Example 2 -Proposal mentions online recruiting resources used by name and methods of advertising for recruitment. Example 3 -Proposal names recruiting resources and details on new hire orientation, specific recruiting strategies, new hire orientation, and ongoing training programs. Example 4 -Proposal contains comprehensive recruiting strategies, frequency of advertising for recruitment and provides examples (screen shots) of recruiting marketing materials, provides detailed new hire training and orientation schedules, provides continuous training schedules. Bidder Demonstrates retention and tenure in leadership positions.	0-4
2 Training	Describe your company's: 1. Training program that insures new hires are prepared to provide required services according to the ESP and Title III service specifications as it pertains to their job responsibilities. 2. Continuing education of current employees on required services according to the ESP and Title III service specifications for a high level of quality and safety.	Example 1 -Proposal does not mention training new hires or educating current staff on program specifications. Example 2 -Proposal mentions that all staff are trained. Example 3 -Proposal outlines training provided to new hires and education for current staff on program specifications Example 4 -Proposal includes specific training strategies to insure staff are skilled and knowledgeable of program specifications (as is relates to their job responsibilities) and the company's mission. Proposal includes examples of training materials/training checklist.	0-4

3 Supervision and performance monitoring	Describe how your company: 1. Provides staff supervision and performance monitoring.	Example 1- Proposal mentions number of staff and number of supervisors Example 2- Proposal includes supervisor/staff ratios, mentions supervisor/staff meetings Example 3- Proposal includes ratios, supervisor/staff meeting schedules, supervisor monitoring. Example 4- Proposal includes sample employment application, supervisor resumes, ratios for supervisor/staff, meeting schedules, supervisor monitoring tools (checklists, audit forms, evaluation documents), and/or frequency of supervisor monitoring.	0-4
4 Responsiveness to Providers	Describe your company's policy and procedure to: 1. Respond to provider inquiry's 2. Respond to provider needs 3. Respond to provider complaints	Example 1- Proposal mentions they have policy and procedures to address their relationship with the providers. Example 2- Proposal includes policy and procedures without details on their relationship with the providers. Example 3- Proposal includes company policy and procedures outlining their relationship with providers and their expected response times. Example 4- Proposal includes company policy and procedures that address establishing a working relationship with the providers and plan details for appropriate response times for providers inquiry's, needs and complaints.	0-4

5th Level Evaluation: Pricing

Number	Category		
1 Pricing	1. Does the Proposal demonstrate competitive pricing with respect to other proposals received? 2. Does the Proposal have pricing for each type of meal for years 1 -3 as well as the renewal options for year 4 and 5.		

Section Six – Required Forms

Bidder's Identifying Information Form for RFP: 001-19

I. IDENTIFYING INFORMATION

1. Legal Name of Bidder:		2. Federal Tax ID #:		
3. Doing Business As (d.b.a.) if applicable:				
4. Sites doing business in this service area:				
	Site #1	Site #2	Site #3	Site #4
Admin./Director:				
Street:				
City, State, & Zip:				
Phone #:				
FAX #:				
Email address:				
5. Ownership		<ul style="list-style-type: none"> • Private/Non-profit • Public/ Government • Publicly Traded 		
<ul style="list-style-type: none"> • Private • Charitable/Religious 		Other _____		
6. Legal Structure		<ul style="list-style-type: none"> • Partnership • Non-Profit Corporation 		
<ul style="list-style-type: none"> • Sole Proprietorship • S Corporation 		<ul style="list-style-type: none"> • Corporation • Voluntary Corporation 		

II. STATEMENT OF UNDERSTANDING

<p>The bidder affirms that the information contained in their proposal is true to the best of their knowledge and belief. The bidder assures that it currently provides the services for which it is bidding. The bidder also affirms that the Request for Proposal has been read and understood and Provider will be in compliance with all requirements prior to contract execution.</p>	
Signature:	Title:
Printed Name:	Date:

BIDDER'S CERTIFICATION OF PAYMENT OF PERSONAL PROPERTY TAX

STATE OF _____ COUNTY

Before me, a Notary Public, in and for said County and State, personally appeared

_____ who, being duly sworn that he/she is the owner or an officer
vested with the authority to commit said company _____
_____ to contractual obligations and having been awarded a public
contract let by competitive bid, and that by this statement, states that at this time neither he/she
nor the corporation is charged with any delinquent personal property taxes on the general tax list of
personal property of any county, or that attached hereto is a list of all delinquent personal
property taxes charged against him/her of the corporation.

Name _____ of _____ Company _____

By _____

Signature

Sworn before me and signed in my presence the __ day of _____, 20

.

Notary Public Signature _____

This certification is in compliance with Section 5719.042 of the Ohio Revised Code which requires a certification of delinquent personal property tax by any successful bidder prior to the execution of the contract of a political subdivision; and in the event there are any due and unpaid delinquent taxes, a copy of this statement shall be transmitted to the County Treasurer within 30 days.

DEBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSION CERTIFICATION

I certify that the entity identified below has not been debarred, suspended or otherwise found ineligible to receive funds by any organization of the executive branch of the federal government.

I further certify that should any notice of debarment, suspension, ineligibility or exclusion be received by the organization, Council on Aging of Southwestern Ohio will be notified immediately.

Entity: _____

Type name of person authorized to sign

Title

Signature

Date signed

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____ SS.

_____ being first duly sworn, deposes and

says that he/she is _____
 of

(sole owner, partner, president, etc.)

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Council on Aging of Southwestern Ohio or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly submitted this bid, or contents thereof, or divulged information relative thereto any association or to any member or agent thereof.

AFFIANT

Sworn to and subscribed before me this _____ day
of _____ 20_____.

NOTARY PUBLIC

My commission expires: _____

Section Seven – Required Documentation

INSURANCE AND WORKERS' COMPENSATION

The Bidder, at the Bidder's sole expense, if awarded a contract, agrees to carry and maintain in full force and with no interruption of coverage during the entire contract period:

1. The Bidder shall furnish COA with a Certificate of Insurance (Accord 24 Form) evidencing Bidder's liability insurance meets the proper requirements.
2. Comprehensive general liability minimum of \$1,000,000. The Insurance Certificate shall name "Council on Aging of Southwestern Ohio (COASW)" as an additional insured and shall include a provision that requires written notice to COA at least thirty (30) calendar days in advance of any cancellation or non-renewal of coverage.
3. Third Party Fidelity or similar insurance covering client loss due to theft of client's property or money by any employee or volunteer of the Bidder.
4. Automobile liability with coverage against claims for injury and/or death in the amount of \$300,000 per individual, \$500,000 per occurrence.
5. A fidelity bond covering all individuals authorized by the Bidder to collect and/or disburse funds.
6. Professional liability insurance insuring the Bidder and such professionals against any and all claims, actions, causes, costs and expenses relating to or arising out of the performance of services, on an occurrence basis, or claims made with appropriate tail coverage. The minimum amount of coverage shall be \$2,000,000 annual aggregate.
7. The Bidder shall have all of the above described insurance in full force and effect prior to the commencement of work. The insurance must be through a carrier licensed in the State of Ohio and reasonably acceptable to COA.
8. The insurance required under this RFP shall cover acts or omissions of both paid employees and volunteers working for the Bidder.
9. The Bidder shall require the same amount of insurance from all subcontractors utilized under this agreement.
10. Bidders must submit a current Workers' Compensation Certificate with their proposal.

Appendix A: Emergency Preparedness Plan

EMERGENCY PREPAREDNESS PLAN

Policy Statement

In an emergency, it is Council on Aging of Southwestern Ohio's (COA) responsibility to do what is necessary to sustain critical services to our clients. An "emergency" is defined as an event or series of events that place the operational capacity of COA at risk and/or significantly disrupts client services or places clients at risk. When such events occur, COA will coordinate efforts of the whole provider network in developing a response strategy and will also serve as the primary liaison to the local emergency management officials on behalf of the agency network. Providers are therefore expected to cooperate with these efforts and make their resources available to respond in a crisis.

COA's Continuity of Operations Plan (COOP) for responding to emergencies is activated at the discretion of the CEO and/or the Senior Leadership Team and may be activated if any of the following circumstances apply:

- Operational capacity has been or is likely to be impacted for more than 72 hours.
- If client services have been or are likely to be disrupted for more than 24 hours.
- If clients are or are likely to be at risk.
- If the magnitude of the event requires significant mobilization of resources.
- A weather alert or warning is issued by the National Weather Service and COA deems it necessary to prepare for weather which will significantly impact client services and business operations.

As emergencies do not always present themselves immediately and may develop over time, COA and the Provider must be able to recognize potential emergencies that place our operations or clients at risk. Clients may be at risk even if operations are not impacted, for example, a power outage during a heat wave.

Provider Requirements in an Emergency

The Provider agrees to the following:

1. The Provider will have a continuity of operations plan. At a minimum, that plan will include a plan for back-up operations should the provider's main business location become unavailable.
2. In the event of an emergency, COA will activate their Continuity of Operations Plan and notify providers that the COOP is activated and provide a single point of contact for the providers. Unless otherwise specified, COA's Procurement and Provider Relations Manager will serve as the primary point of contact and the Director of Business Operations will serve as the backup.

Notification may be made by email, telephone, or website.

3. COA will take the lead in coordinating the response, unless COA's operations are significantly impacted by the emergency. The Provider will work with COA to coordinate the response. The Providers agree to follow the instructions provided by COA and local EMA officials. The Provider will deploy available resources to aid in the response effort even if the activity is outside the normal course of operations. This may include:
 - a. Not closing operations, and standing ready to step up operations and services; Providing services beyond the provider's traditional territory;
 - b. Deploying the provider's resources in different ways to include the provider's facility(s), equipment, staff, and resources (e.g., using the senior center as emergency shelter/housing).
4. The provider will notify COA immediately if the Provider is unable to provide services for which they are contracted and/or provide emergency response support as requested.
5. Providers will report information to COA immediately if they believe a situation is developing that may severely impact their operational capacity or place clients at risk and/or upon request of COA or emergency management officials.
6. The provider will notify COA immediately if the Provider has information about changes to client needs during an emergency.
7. COA will work with providers to seek funding, as available from other sources which become available when a state of emergency is declared, in the event the providers incur unfunded expenses in the effort to maintain client safety, sustain critical services, and/or meet critical needs not covered, but required due to the crisis. Providers will therefore track their expenses during crisis situations where COA has activated the COOP.
8. The Provider will participate in readiness activities such as planning for emergencies, table top and other exercises, and providing contact and other organizational information.

Appendix B: General Terms and Conditions

1. COA reserves the right to accept any proposal, in whole or in part, to waive any informality in any proposal, to negotiate further with one or more bidders regarding any terms of their proposals in order to achieve the best proposal for the benefit of the communities and residents COA serves as determined by COA in its sole discretion, and to reject any or all proposals, or any part or parts of any proposal, for any reason whatsoever.
2. Products and services to be purchased under this RFP are contingent upon COA funding and are in no way a guarantee to the Provider that everything described will be purchased. Any award of this contract does not give Provider the exclusive rights to products and services offered in this RFP including future offerings.
3. Bidders are responsible for compliance with all terms and conditions of this RFP and contract. As such, they are expected to read all documents issued completely.
4. COA is not liable for any errors or omissions in proposals and is not required to make corrections or amendments to errors identified in proposals. If Bidders discover any ambiguity, conflict, discrepancy, omission, or other error in this RFP, they shall immediately notify COA via **provider_services@help4seniors.org** of such error in writing and request clarification or modification of the document.
5. COA reserves the right to remove any term or condition in any proposal that is not in the best interest of the communities or residents it serves.
6. Any resulting contract will include the RFP, any addenda issued, presentation material, if requested, and the Bidder's proposal as Exhibits. The documents shall be interpreted in the following order:
 - a. Contract
 - b. RFP and all addenda including presentation material if presentations are requested, and clarification sought by COA
 - c. Bidder's proposal
7. COA requires that all Providers be able to accept Electronic Funds Transfers (EFTs).
8. COA uses information from two reports to manage Provider quality, the Provider Quality Report (PQR) and the Service Adequacy and Satisfaction Instrument (SASI). The benchmarks contained in these reports are to be serious targets for the Provider to reach and maintain. COA will be implementing a Provider Quality Management Strategy (PQMS) for this service during the term of the Contract. A Provider not meeting benchmarks, targets, or other required criteria may:
 - a. Be required to submit a detailed action plan for how your company will take corrective measures to meet COA's requirements. The Provider's performance must then demonstrate progress towards a positive outcome within the timeframe agreed to by COA.
 - b. Face contract terminationOther benchmarks/targets may be added or deleted by COA at any time during the contract period.
9. The laws of the State Of Ohio shall govern this contract and any subsequent purchases. Should there be any disagreement that requires Court action such action must take place

in Hamilton County, Ohio in Cincinnati, Ohio.

10. Providers are required to be current on all employment, federal, state, and local income taxes payments related to provision of the services rendered or products delivered.
11. No bid may be withdrawn after it has been deposited with COA.
12. No oral statements of any person shall, in any manner or degree, modify or otherwise affect or alter the terms of this RFP, the Contract, or any other document comprising a part or attachment to this RFP.
13. COA reserves the right to adjust rates and establish ceilings for the initial contract and each annual renewal.
14. All proposals become the property of COA and will not be returned to the Bidder. COA has the right to use all ideas contained in any proposal received at no cost to COA. Selection or rejection of a proposal will not affect this right.
15. Only information which is the nature of legitimate trade secrets or non-published financial data may be deemed proprietary. Any material within a proposal identified as such must be clearly marked "proprietary" and will be handled accordingly. Any proposal marked "proprietary" or "confidential" in its entirety may be rejected without further consideration. Any challenge to COA withholding this information as "proprietary" or "confidential" requiring legal defense, the cost of such defense shall be borne by the Bidder.
16. COA is not responsible for any costs incurred by prospective Bidders. Costs associated with developing the proposal and any other expenses incurred in responding to this RFP are entirely the responsibility of the prospective Bidder and shall not be reimbursed by COA.
17. Bidders who are successful and awarded Contracts must agree to provide all documentation and assurances as outlined in the attached sample contract.
18. COA reserves the right to make changes in program requirements, procedures, and terms after the Bids have been submitted, opened and reviewed, in order to maximize delivery of services consistent with the objectives of the program.
19. Provider must carry adequate insurance coverage to meet the specifications of this RFP provided as part of the Insurance and Workers' Compensation section.
20. Provider must abide by the specifications set out in the Provider Requirements in an Emergency provided in Appendix A: Emergency Preparedness Plan.
21. Provider must abide by the Elderly Service Program Service Provider Conditions of Participation provided in Attachment 1.
22. If awarded services, the selected Bidder will enter into a contract substantially similar to the sample agreement shown in Appendix B.
23. In the event the Bidder is not awarded a contract and desires to appeal COA's decision, the Bidder must follow the instructions provided in Appendix C: Appeals Process.

Appendix C: Sample Contract and Business Associates Agreement

SAMPLE CATERED MEAL PROGRAM AGREEMENT

THIS AGREEMENT is made this XX day of XXXX,XX by and between Council on Aging of Southwestern Ohio, hereinafter referred to as "COA," an Ohio not for profit corporation, and XXXXXXXXXXXXXXXXXXXXXXXX hereinafter referred to as "Caterer," an Ohio corporation, to prepare and provide catered meals to COA for the Catered Meal Program ("Program") and describes the terms and conditions under which Caterer is to provide meals and services to COA as more fully described in the "Request for Proposal (RFP), Food Preparation (Catered Meal Program) for the period XXXXXXXX-XXXXXXX (RFP) and in Caterer's proposal (Bid) submitted in response to the RFP for the Program and all the obligations, covenants and agreements therein.

Order of
Precedence

This Agreement together with the attached Exhibits constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior Agreements and understandings, whether written or oral.

All Exhibits attached and referenced hereto are to be incorporated into the Agreement and interpreted in the following manner by order of precedence.

Exhibit A The Request for Proposals and any Addenda
issued

Exhibit B Providers Proposal and any information clarified through the bid
process Exhibit C Business Associate Agreement (HIPPA)

Exhibit D Services and
Rates

1. Term and Termination. This Catered Meals Program Agreement (Agreement) shall commence on XXXX,XX,XXXX, and shall expire XXXX,XX, XXXX.

Either party may at any time during the term of the Agreement, with or without cause and without having to show a breach, terminate this Agreement by giving ninety (90) day notice in writing to the other party of its intention to do so. In addition, the Agreement may be terminated at any time, without 90 days written notice, by COA for significant material breach, violation of law, or any activity that reflects adversely on COA or its Nutrition Providers.

2. Breach. If Caterer has materially breached the terms of this Agreement, COA may deliver to Caterer a written notice detailing the nature of the breach. If Caterer has not corrected the breach within ten (10) working days after receipt of the written notice thereof, COA, at its option, may suspend or terminate this Agreement upon written notice of such suspension or termination.
3. Independent Contractor. Caterer is an independent contractor under this Agreement and no employer/employee relationship exists between COA and the Caterer.

4. Services

- a) Caterer shall prepare nutritious, edible congregate and home delivered meals for the Nutrition Providers designated by COA as specified in the RFP. Caterer shall deliver Home Delivered Meals to each of the Nutrition Provider's sites or have them available for pick up by the provider. Home Delivered Meals are to be plated individually. Individual meals may be requested in three types: 1) chilled and ready to heat when consumer wishes; or 2) frozen, to be placed in the client's freezer and consumed at a later time or 3) shelf stable per request of the Nutrition Providers.
- b) Caterer shall deliver Congregate Meals to each of the Nutrition Provider's sites or have them available for pick up. Congregate meals are to be prepared in bulk or plated individually. Congregate Meals may be requested in four types: 1) frozen; or 2) chilled; 3) heated or; 4) boxed /picnic style per request of the Nutrition Provider.
- c) Caterer shall meet with COA and the Nutrition Providers as requested by COA. COA shall be represented in its overall food service operations by those COA employees it designates, who shall have the right and authority:
 - 1) To develop and supply to the Caterer instructions for providing the services specified in the RFP.
 - 2) To inspect such food to determine compliance with the RFP.
 - 3) To specify the menus and recipes for meals so as to insure compliance with requirements and specifications of the Ohio Department of Aging, US Department of Agriculture, and other agencies exercising control over the Program.
 - 4) To inspect at any time the Caterer's equipment, facility, procedures, inventories, books, and records and Caterer's food preparation, packaging, storage areas and/or distribution site to determine the Caterer's compliance with the RFP. The Caterer shall give COA's designees ready access to the food storage area and to the inventory control records on the purchased food for such inspections and review, as is necessary in the opinion of COA.
- d) Menu revisions and substitutions can be made by the Caterer only with the consent of COA. COA may request changes from time to time or as a matter of law or changes by a governing party and the Caterer must comply.
- e) Nutrition Providers are designated as agents of COA under their individual Service Provider Agreement to order meals directly from Caterer and reimburse Caterer directly for meals provided (as specified below in Section 5, Compensation).
- f) There is a direct relationship between the Nutrition Providers and the Caterer. The Caterer shall provide the Nutrition Providers an agreed upon method for the Nutrition Providers to place orders for the next day. Problem resolution must occur between the Nutrition Providers and the Caterer.
- g) COA reserves the right to cancel, increase/decrease, or modify the services rendered by the Caterer pursuant to the Catered Meal Program Agreement if the federal, state, or local funds for its Nutrition Program are increased/decreased or canceled.
- h) Caterer will immediately, within an hour of becoming aware of such, notify COA's Business Relations Partner/Nutritionist of any of the following: any incident/s that may be viewed as

a risk to the health and safety of any client, i.e. contaminated food, food poisoning; any incident that poses a health risk; any incident that interrupts service to all, or a significantly large number of, providers; any police, court/legal, or public complaint which has the potential to be reported to the media or elected officials or any in which COA or Caterer may have liability, lawsuit or potential lawsuit. Caterer agrees to furnish upon request of COA any reports relating to such incidents and to cooperate with COA and/or its authorized representatives in any investigation of such incidents.

- i) Upon declaration of a disaster by the President, Governor or County Board of Commissioners, Caterer will cooperate with COA to assess the extent of the impact upon persons aged 60 years and over and to coordinate the public and private resources in the field of aging in order to assist older disaster victims.

5. Compensation. Caterer shall invoice individual Nutrition Providers at the Meal Pattern rates listed, and accepted by COA, in Section 19 of this Agreement for meals prepared and delivered by Caterer (or picked up by Nutrition Provider at Caterer's commissary/distribution site) and accepted by each Nutrition Provider. Nutrition Providers are responsible for ordering required meals directly from the Caterer. Nutrition Providers are reimbursed by COA, per the Nutrition Provider's Service Provider Agreement with COA, for the cost of catered meals. Therefore Caterer shall receive payment from the Nutrition Providers for meals prepared and delivered by the Caterer (or picked up by Nutrition Provider at Caterer's commissary/distribution site) and accepted (by signature) by the Nutrition Provider, as specified in the RFP, within forty-five (45) days after receipt of the invoice.

Caterer is responsible for collecting all payments from Nutrition Providers for meals prepared, delivered (or picked up at Caterer's commissary/distribution site), accepted and approved (by signature) by Nutrition Providers, less any adjustments by the Nutrition Provider.

If Caterer fails to meet specifications in quality, quantity and type of food as specified in the RFP, Nutrition Providers have the right to make adjustments in the monthly compensation due Caterer. To report failure to meet specifications in quality, quantity or type of food, or other items, inventories or supplies specified in the RFP, the Nutrition Provider shall complete an INVOICE ADJUSTMENT REPORT. The Nutrition Provider shall forward via facsimile the INVOICE ADJUSTMENT REPORT to Caterer and a copy to Business Relations Partner/Nutrition. For meals or portions of meals which are inedible or fail to meet Agreement specifications, the Nutrition Providers will deduct from the compensation due the Caterer a percentage of the per meal bid rates as submitted with the Bid on the BID RATES AND BID BOND CALCULATION form. For items Caterer fails to provide or items that fail to meet Agreement specifications, Nutrition Provider is required to notify Caterer and if Nutrition Provider is required to purchase items because Caterer is unable to provide the items timely, Caterer is responsible for reimbursing the Nutrition Provider for items purchased.

COA will arbitrate any disputes or questions that may arise between the Caterer and the Nutrition Provider(s), if Caterer and Nutrition Provider(s) are unable to reach resolution. The Caterer and the Nutrition Provider(s) must attempt to work through their disputes and questions prior to making contact with COA.

6. Compliance with Laws. The Caterer shall conform to the requirements of all applicable federal, state and local laws, regulations, and established policies and procedures incorporated by reference herein, including, but not limited to the following, all as may be amended from time to time:

1. Older Americans Act of 1965, as Amended;

2. OAC, the rules relating to Meal Services Chapter 173-4-05 relating to nutrition and nutrition related services;
 3. Civil Rights Act of 1964, as Amended; Section 504 of the Rehabilitation Act of 1973, as Amended, if direct services are provided on the premises;
 4. Age Discrimination Act of 1975, as Amended;
 5. Federal Fair Labor Standards Act of 1938 (FLSA), as Amended, including but not limited to the provisions of FLSA relating to payment for travel time; payment for all hours worked and payment of the minimum wage and overtime;
 6. Age Discrimination in Employment Act of 1967, as Amended;
 7. Americans with Disabilities Act of 1990;
 8. State and local health, fire, safety, zoning, and sanitation codes;
 9. Drug Free Workplace Act of 1988.
 10. Any licensure currently required or required during the life of this contract.
7. Insurance. The Caterer agrees at Caterer's sole cost and expense, to carry and maintain in full force, with no interruption of coverage during the term of this Agreement the following:
- a. Commercial liability insurance not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The insurance certificate shall name "Council on Aging of Southwestern Ohio (COASM)" as an additional insured and shall include a provision that requires written notice to COA at least thirty (30) days in advance of any change, cancellation, or non-renewal of coverage.
 - b. Third Party Fidelity or similar insurance covering consumer loss due to theft of consumer's property or money, or property damage, by any employee or volunteer of the Caterer. Additionally, the Caterer shall furnish COA with a written procedure describing the step-by-step instructions a consumer must follow to file a claim.
 - c. Workers Compensation coverage for the State(s) in which the employees are eligible for benefits.
 - d. The Caterer further agrees that in the event its commercial general liability policy or professional liability policy (if required) is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured notwithstanding the termination of this Agreement.
 - e. The Caterer understands it is responsible for ensuring a current Certificate of Insurance is received by COA's Contracting & Business Department whenever a change is made to the Provider's insurance coverage including, but not limited to, change in insurance carrier(s), change in coverage, renewal of coverage.
8. Cancellation or non-renewal of required insurance, or not furnishing COA with evidence of required

insurance coverage shall be grounds for COA to suspend or terminate this Agreement. Caterer certifies by entering into this Agreement, that neither it nor its principals are listed on the non-procurement portion of the General Services Administration's "Excluded Parties List System" ("EPLS") and are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any state or federal department or agency. The term 'principal' for purposes of this Agreement is defined as an officer, director, owner, member, manager, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Caterer's business. Caterer shall notify COA immediately in the event it becomes aware of any such actual or proposed debarment, suspension, ineligibility, or voluntary exclusion.

9. Major Unusual Incident. (INCLUDING ABUSE, NEGLIGENCE, OR EXPLOITATION)

Caterer shall have a written policy detailing procedure for reporting major unusual incidents.

Caterer shall notify COA of any and all major unusual incidents that impact the Caterer and/or any consumer served pursuant to this Agreement. The notification shall be phoned or e-mailed to COA's Nutrition Compliance and Development Specialist at, Hope Must at (513) 345-8604 or hmust@help4seniors.org immediately, within one hour, after the Caterer becomes aware of the major unusual incident. Caterer agrees to furnish, upon request of COA, any reports relating to such incident and to cooperate with COA and/or its authorized representatives in any investigation of any major unusual incident.

A major unusual incident is any alleged, suspected, or actual occurrence of an incident/event that could adversely affect the health or safety of a consumer, the credibility of COA, Caterer or any of their respective staff members, or any incident in which COA or Caterer may have liability. Major unusual incidents include, but are not limited to: abuse; neglect; suspicious accident; death from abuse, neglect, serious injury, or any reason other than natural causes; criminal or suspected criminal acts; a police, court/legal, or public complaint which has the potential to be reported to the media or elected officials or any in which COA or Caterer may have liability; lawsuit or potential lawsuit.

10. Indemnification. The Caterer agrees to indemnify COA, together with its trustees, members, directors, officers, employees and agents (collectively, the "COA Parties"), and to hold the COA Parties harmless from and defend the COA Parties against any and all liability, expenses, demands, actions, claims or losses (including attorney's fees and other cost of litigation), arising from or relating to the Caterer's services, obligations, acts or omissions under this Agreement including, without limitation, any injury or death to any person, or alleged damage to any property, arising out of the following:

- a) Personal injury or property damage arising out of or relating to the transportation of meals or other food to the Nutrition Providers.
- b) Any suit or claim alleging personal injury, sickness, or disease arising out of the consumption of the meals or other food delivered to the Program.

11. Audit and Reporting. The Agreement is subject to audit at the discretion of COA. COA's Contract Compliance Staff and/or a CPA firm contracted by COA will perform an Agreement (contract) Compliance Review. Caterer shall cooperate fully to accomplish said audit. The timing of the review performed shall be at the discretion of COA. Caterer agrees to accept responsibility for receiving, replying to, and/or complying with any Compliance Review exceptions directly related to the provisions of this Agreement. Caterer agrees to accept the conclusions of and to be bound by

the results of the audit(s) and to pay to COA, upon demand, within ten (10) days after receipt of written notice to do so, the full amount as may be determined in any audit exceptions.

Caterer shall provide COA with service reports stating number of meals delivered at each Provider, and/or other reports, upon request.

12. Modifications. This Agreement may be modified in writing only, signed by both parties.
13. Assignment. Caterer may not assign, subcontract or transfer any of its rights and duties under this Agreement without written consent of COA. Any attempted assignment without such prior written consent shall be void.
14. Binding Effect. COA and the Caterer each bind themselves, their successors and assignees to this Agreement. Nothing herein shall be construed as creating any individual liability on the part of any officer or agent of COA.
15. Dispute Resolution. All claims, disputes and other matters in question between the Caterer and COA arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the rules of the American Arbitration Association then pertaining unless the parties mutually agree otherwise. No arbitration shall include by consolidation, joinder or in any other manner, parties other than COA, Caterer, and any other persons substantially involved in a common question of fact or law, whose presence is required if complete relief is to be accorded in the arbitration. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen; and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Unless otherwise agreed in writing, the Caterer shall continue to meet its obligations under this Agreement during any dispute hereunder.
16. Miscellaneous. COA's trademarks, service marks, logos or name may not be used by Cater without written authorization from COA, and in any event shall not be presented or used to imply Caterer is sponsored by, endorsed by or affiliated with COA without written authorization from COA.
17. Conflict of Interest. Caterer shall not make any monetary, material or "in kind" contribution of any nature to COA or any COA staff member, manager, trustee, officer or agent.
18. Priority of Documents. The Agreement, the RFP including attachments', the Bid, and other documents referenced therein shall be read so as to complement each other. However, in the event of an irreconcilable conflict in the terms thereof, the provisions of this Agreement shall have control, then the RFP, then the Bid.

19. Rates.

Under this Agreement Caterer agrees to provide meals at the following rates:

Home Delivered Meals:		
	Chilled, Ready to Heat Meals	\$
	Frozen, Single Meal	\$
	Frozen, 2 Day Package	\$
	Frozen, 5 Day Package	\$
	Frozen, 7 Day Package	\$
	Chilled, Ready to Heat Therapeutic Meals	\$
	Shelf Stable Meals	\$
	Delivery Charge	\$

Congregate Meals:		
	Chilled, Ready to Heat Breakfast	\$
	Chilled, Ready to Heat Lunch	\$
	Hot, Ready to Serve Meals	\$
	Boxed Lunch	\$
	Delivery Charge	\$

IN WITNESS THEREOF, the parties hereto have affixed their signature.

FOR COA:

Council on Aging of Southwestern Ohio
175 Tri County Parkway, Suite 175
Cincinnati, OH 45246

By: _____
Suzanne A. Burke, Chief Executive Officer

Date: _____

FOR CATERER:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Date: _____

SAMPLE BUSINESS ASSOCIATE AGREEMENT

CONFIDENTIALITY AND SECURITY OF PROTECTED HEALTH INFORMATION

To the extent any provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations and amendments apply to your functions or activities for or on behalf of Council on Aging of Southwestern Ohio, the Covered Entity ("COA"), you, your officers, agents, and employees (collectively, "Business Associate"), agree to the terms herein. Business Associate acknowledges that it may have or obtain access to confidential protected health information ("PHI") (as defined below), some of which may be Electronic Protected Health Information ("Electronic PHI") (as defined below). The functions or activities that the Business Associate is authorized to perform for or on behalf of COA are described as:

Additional Definitions:

Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the entity whose name appears below.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Council on Aging of Southwestern Ohio ("COA").

HIPAA. "HIPAA" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, all as may be amended.

The following terms used in this Agreement shall have the same meaning as those terms in HIPAA: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

Obligations of Business Associate:

Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as Required by Law. Specifically, Business Associate agrees it will:

- (a) Use or further Disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to HIPAA;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent Use or Disclosure of PHI other than as provided for by this Agreement;
- (c) Implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of COA in accordance with 45 CFR 164;
- (d) Implement and document administrative safeguards to prevent, detect, contain, and correct Security violations in accordance with 45 CFR 164;
- (e) Make its policies and procedures required by the Security Rule available to COA solely for purposes of verifying BA's compliance and to the Secretary of the Department of Health and Human Services (HHS);
- (f) Not receive remuneration from a third party in exchange for Disclosing PHI received from

or on behalf of COA; In accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(g) Report to COA any Use or Disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable upon becoming aware of it and mitigate, to the extent practicable and in cooperation with COA, any harmful effects known to it of a Use or Disclosure made in violation of this Agreement;

(h) Promptly report to COA any Security Incident, as defined in the Security Rule, with respect to Electronic PHI;

(i) With the exception of law enforcement delays that satisfy the requirements of 45 CFR 164.412, notify COA promptly, in writing and without unreasonable delay and in no case later than five (5) calendar days, upon the discovery of a Breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed during such Breach. Business Associate shall also, to the extent possible, furnish COA with any other available information that COA is required to include in its notification to Individuals under 45 CFR § 164.404(c) at the time of Business Associate's notification to COA or promptly thereafter as such information becomes available;

(j) Indemnify and hold COA harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the Disclosure by Business Associate of any PHI or to the Breach by Business Associate of any obligation related to PHI;

(k) Provide access to PHI in a Designated Record Set to COA, or if directed by COA to an Individual in order to meet the requirements of 45 CFR 164.524. In the event that any Individual request access to PHI directly from Business Associate, Business Associate shall promptly forward such request to COA. Any denials of access to the PHI requested shall be the responsibility of COA;

(l) Make PHI available to COA for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526;

(m) Document Disclosure of PHI and information related to such Disclosure as would be required for COA to respond to a request by an Individual for an accounting of Disclosures of PHI, in accordance with 45 CFR 164.528, and within five (5) working days of receiving a request from COA, make such Disclosure documentation and information available to COA. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall promptly forward such request to COA;

(n) Make its internal practices, books, and records related to the Use and Disclosure of PHI received from or created or received by Business Associate on behalf of COA available to the Secretary of HHS, authorized governmental officials, and COA for the purpose of determining Business Associate's compliance with the HIPAA. Business Associate shall give COA advance written notice of requests from DHHS or government officials and provide COA with a copy of all documents made available; and

(o) Ensure that all of its subcontractors, vendors, and agents to whom it provides PHI or who create, receive, Use, Disclose, maintain, or have access to COA's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall ensure that its subcontractors, vendors, and agents agree to indemnify and hold harmless COA for their failure to comply with each of the provisions of this Agreement.

Permitted Uses by Business Associate:

Except as otherwise provided in this Agreement, Business Associate may Use or Disclose PHI on behalf of or to provide services to COA for the purposes specified in this Agreement, if such Use or Disclosure of PHI would not violate the HIPAA if done by COA. Business Associate may:

(a) Use PHI for its proper management and administration or to fulfill any present or future legal

responsibilities of Business Associate;

- (b) Disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that (i) the Disclosure is Required by Law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is Disclosed that such PHI will be kept confidential and will be Used or further Disclosed only as Required by Law or for the purpose(s) for which it was Disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
- (c) Disclose PHI to report violations of law to appropriate federal and state authorities; or
- (d) Aggregate the PHI with other data in its possession for purposes of COA's Operations.
- (e) Make Uses and Disclosures and requests for PHI consistent with COA's Minimum Necessary policies and procedures.

Obligations of COA:

- (a) COA shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of COA or Disclosure of PHI.
- (b) COA shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- (c) COA shall notify Business Associate of any restriction on the Use or Disclosure of PHI that COA has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- (d) OA shall not request Business Associate to Use or Disclose PHI in any manner that would violate the Privacy Rule if done by COA.

Term and Termination:

- (a) Term. The Term of this Agreement shall be effective as of the date of the underlying Agreement, and shall terminate on the date the underlying Agreement terminates or on the date COA terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If there is no underlying agreement, the term of this Agreement shall be until either party gives the other 60 days' written notice of termination.
- (b) Termination for Cause. Business Associate authorizes termination of this Agreement by COA, if COA determines Business Associate has violated a material term of the Agreement (and Business Associate has not cured the breach or ended the violation within the time specified by COA, if a cure period is provided).
- (c) Obligations of Business Associate Termination.
Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from COA, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - 1. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return to COA (or, if agreed to by COA, destroy) the remaining PHI that the Business Associate still maintains in any form;
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - 4. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
 - 5. Return to COA (or, if agreed to by COA, destroy) the PHI retained by Business Associate when it is no

longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) All other obligations of Business Associate under this Agreement shall survive termination.

Miscellaneous:

(a) Business Associate recognizes that any material breach of this Agreement or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying Agreement, if any.

(b) The parties agree to amend this Agreement from time to time as is necessary for COA or Business Associate to comply with the requirements of the HIPAA and related laws and regulations.

(c) COA's Notice of Privacy Practices is available on its website: www.help4seniors.org.

(d) Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.

(e) This Agreement embodies and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior Business Associate Agreements, oral or written Agreements, commitments, and understandings pertaining to the subject matter hereof.

(f) If Business Associate maintains a Designated Record Set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 days of expiration or termination of this Agreement, Business Associate shall provide to COA a complete report of all Disclosures of and access to the Designated Record Set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of Disclosures/access, description of what was Disclosed/accessed, purpose of Disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the Designated Record Set. Agreed:

Council on Aging of Date Business Associate Date
Southwestern Ohio

Appendix D: Appeals Process

The Bidder shall have the right of appeal regarding actions taken by COA pertaining to this RFP per the COA Appeals Process Policy.

COA Appeals Process

COA funds a variety of services for older adults in Southwestern Ohio. Certain funding sources have unique requirements relative to appeals procedures, including the types of actions eligible for appeal. For those funding sources that do not otherwise have established appeals procedures, COA has established appeal protocol. The appeals procedures, by funding source, are set forth in this policy.

Older Americans Act, Senior Community Services Block Grant & Alzheimer Funding

Applicants/Providers may appeal “adverse actions” taken by COA as defined below:

- Denial of an application to provide services included in an Area Plan
- Prematurely terminating an existing provider agreement
- Not renewing a multi-year provider agreement

No other issues, actions or decisions are subject to appeal.

Applicants/Providers may appeal only after all efforts to administratively resolve the adverse decision have been exhausted. Any administrative efforts to resolve the adverse decision should be forward to the Chief Financial Officer or their assigned designee.

- A. The appellant must submit a written appeal request from its executive-in-charge to COA’s Chief Executive Officer. The appeal request letter must be delivered via nationally recognized overnight carrier (e.g., FedEx or UPS) or by hand delivery with receipt acknowledged in writing, to COA, Attn: Chief Executive Officer, 175 Tri-County Parkway, Suite 175, Cincinnati, Ohio 45246, and must be received by COA no later than close of business (4:00 p.m. EST) ten (10) business days after the date the appellant received notification of the adverse action which is being appealed.
 - a. The written appeal request must be signed by the appellant’s executive-in-charge and must include the following:
 - i. E-mail and business addresses for the executive-in-charge or his/her designee.
 - ii. Phone number for executive-in-charge or his/her designee.
 - iii. Identification of the “adverse action” under appeal.

- iv. A detailed explanation of the basis for appellant's appeal.
- v. All documentation and other materials supporting the appellant's position.
Documentation and materials that were not included as part of the original application submission will not be considered by COA in the appeals process.

B. COA Local Hearing

- a. A panel of COA staff who were not directly involved in the making the adverse decision which is being appealed will convene to review appellant's appeal request, within ten (10) business days after the close of appeal submission period. The appellant does not have a right to be present when the COA staff panel convenes.
- b. Upon determination of a decision by the panel, COA will e-mail the appellant a letter identifying the decision. This letter shall constitute COA's final decision on the matter.
- c. COA will forward a copy of the written appeal request and the staff panel's decision letter to the Ohio Department of Aging ("ODA") within five (5) days after the date that COA renders its final decision.

C. Ohio Department of Aging Hearing

- a. An appellant not satisfied with the outcome of the COA hearing as detailed above, may request an appeal hearing before the ODA in compliance with Ohio law (see OAC 173-3-09).
- b. No request for an appeal hearing shall be honored by ODA unless the appellant has first appealed the adverse action with COA and fully complied with COA's policies governing appeal hearings, as set forth above.

Elderly Services Programs – Local Senior Services Levy Funding

An applicant dissatisfied with the outcome of the ESP evaluation process may appeal the outcome in accordance with this policy. The right of appeal is limited to a decision by COA not to award an agreement to such applicant for all or some of the services for which the applicant applied. No other issues, actions or decisions are subject to appeal.

Applicants may appeal only after all efforts to administratively resolve the issue(s) have been exhausted. Any administrative efforts to resolve the adverse decision should be forward to the Chief Financial Officer or their assigned designee.

- A. The appellant must submit a written appeal request from its executive-in-charge to COA's Chief Executive Officer. The appeal request letter must be delivered via nationally recognized

overnight carrier (e.g., FedEx or UPS) or by hand delivery with receipt acknowledged in writing, to COA, Attn: Chief Executive Officer, 175 Tri-County Parkway, Suite 175, Cincinnati, Ohio 45246, and must be received by COA no later than close of business (4:00 p.m. EST) ten (10) business days after the date the appellant received notification of the decision by COA not to award an agreement to the appellant for all or some of the services for which the appellant applied.

- a. The written appeal request must be signed by the appellant's executive-in-charge and must include the following:
 - i. E-mail and business addresses for the executive-in-charge or his/her designee.
 - ii. Phone number for executive-in-charge or his/her designee.
 - iii. Identification of the COA decision under appeal.
 - iv. A detailed explanation of the basis for appellant's appeal.
 - v. All documentation and other materials supporting the appellant's position. Documentation and materials that were not included as part of the original application submission will not be considered by COA in the appeals process (at either the COA Staff Hearing or by the Appeals Committee or Board).

B. COA Staff Hearing

- a. A panel of COA staff who were not directly involved in making the decision which is being appealed will convene to review appellant's appeal request (a "COA Staff Hearing"), within ten (10) business days after the close of appeal submission period. The appellant does not have a right to be present at the COA Staff Hearing.
- b. Upon determination of a decision by the panel, COA will e-mail the appellant a letter identifying the decision.

C. COA Board Hearing

- a. No request for an appeal hearing shall be honored by the COA Board of Trustees (the "Board") unless the appellant has first fully complied with the COA Staff Hearing process.
- b. An appellant not satisfied with the outcome of the COA Staff Hearing as detailed above, may then request an appeal hearing before the Board.
- c. The appeal request letter must be delivered via nationally recognized overnight carrier (e.g., FedEx or UPS) or by hand delivery with receipt acknowledged in writing, to COA, Attn: Chief Executive Officer, 175 Tri-County Parkway, Suite 175, Cincinnati, Ohio 45246, and must be received by COA no later than close of business (4:00 p.m. EST) five (5) business days after the date that appellant received notification of the outcome of the COA Staff Hearing.

- i. The appeal request must be in writing and signed by the appellant's executive-in-charge and must include: (i) the address, phone and e-mail contact information for the applicant's executive-in-charge, and (ii) identification of the COA Staff Hearing decision under appeal.
- d. The Finance Committee of the Board shall serve as the Appeals Committee of the Board unless otherwise approved by the Board.
- e. The Appeals Committee will review the decision in dispute, and will meet with the appellant if deemed necessary by the Appeals Committee, before submitting a recommendation to the Board for final action.
- f. The Board, at its next regularly scheduled meeting, will review the recommendation of the Appeals Committee and adopt a final course of action. The Board may choose (but is not required) to schedule a special meeting of the Board to consider the Appeals Committee recommendation if time is of the essence. Within ten (10) business days after the meeting, the appellant will be notified of the Board's decision.
- g. The decision of the Board will be final and binding. If the Board reverses the decision of the COA Staff Hearing, the Board's decision will be implemented as soon thereafter as reasonably possible. In no event will the appellant be compensated for any funds lost during the appeals process or entitled to damages of any sort.