REQUEST FOR PROPOSALS
(RFP) RFP: 004-17

TRANSPORTATION AND
APPOINTMENT
SCHEDULING SYSTEM

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

Proposal Due Date: September 29, 2017 before 12:00 noon EST
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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)

<table>
<thead>
<tr>
<th>Request For Proposal Number</th>
<th>Proposal Name</th>
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</thead>
<tbody>
<tr>
<td>004-17</td>
<td>Transportation and Appointment Scheduling System</td>
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</table>

Important Dates

<table>
<thead>
<tr>
<th>Important Dates</th>
<th>Dates</th>
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<tbody>
<tr>
<td>RFP Release Date</td>
<td>September 13, 2017</td>
</tr>
<tr>
<td>Last Day to Submit Questions</td>
<td>September 20, 2017 12 pm EST</td>
</tr>
<tr>
<td>Last Day for COA to Answer Questions Submitted</td>
<td>September 22, 2017 12 pm EST</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>September 29, 2017 12 pm EST</td>
</tr>
<tr>
<td>Estimated Award Date</td>
<td>The week of October 23, 2017</td>
</tr>
<tr>
<td>Executed Contract/ Implementation Start Date</td>
<td>December 2017</td>
</tr>
<tr>
<td>Go Live</td>
<td>February 2018</td>
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</tbody>
</table>

Proposal Delivery

Each submission must have one (1) signed original, four (4) 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 **12:00 NOON Eastern Standard Time on September 29, 2017**. 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 Procurement & Provider 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.

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 by 12:00pm EST on September 20, 2017. Responses will be posted on COA’s website at [http://www.help4seniors.org/service-providers/application-and-rfps/](http://www.help4seniors.org/service-providers/application-and-rfps/).
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 transportation services through various programs and funding sources. Currently, the administration, scheduling/routing and manual verification of trips is completed by the contracted transportation providers. COA seeks to have the ability, to at a minimum, assign trips to contracted providers, receive notification regarding trip changes, and determine the location of vehicles on a real-time basis.

Historically, COA has purchased products and services in the following manner: Established organizations interested in providing products or services for COA would submit a proposal to COA through an RFP process.

COA has a history of procuring products and services in this manner for various programs in Butler, Clinton, Hamilton, and Warren Counties.

The goal of this RFP is to attract the highest quality Provider for the lowest cost who can meet the system requirements.

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
Section Two-Proposal Submission Checklist

A complete bid proposal includes the following:

- Section 1-1 signed original and 4 copies of the proposal (include flash drive if desired)
- Section 4-Proposal Evaluation:
  - 1st Level Evaluation Criteria Response
  - 2nd Level Evaluation Criteria Response
  - 3rd Level Evaluation Criteria Response
  - 4th Level Evaluation Criteria Response
- Section 6 & 7-Required Forms and Documentation:
  - Bidder’s Certification of Payment of Personal Property Tax
  - Bidder’s Indentifying Information Form
  - Non-Collusion Affidavit
  - Debarment, Suspension, Ineligibility and Exclusion Certification
  - Current Bureau of Workers’ Compension Certificate
  - Certificate of Insurance evidencing the Bidder’s liability meets the proper requirements
  - Computer Hardware and System Requirements Questionnaire (Appendix B)
- Financial Analysis:
  - Current year’s budget
  - Audited financial statements (including notes) for the most recent year available
  - Unaudited financial statements for most recent year completed certified as being true and correct by the Chief Financial Officer.
  - Provide prior year’s tax return (including schedules) and prior year’s statement of revenue and expenses
  - Prior year financial statements
  - Most current interim financial statements. If financial statements are unavailable, provide:
    1. Prior year’s tax return
    2. Excel spreadsheet of current year’s Revenue and Expenses
☐ A/P Aging (classified in 30, 60, 90 days past due)

☐ 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
Section Three- Scope of System Requirements

SCOPE OF SYSTEM REQUIREMENTS

TRANSPORTATION AND APPOINTMENT SCHEDULING SYSTEM RFP

The following list represents an outline of the requirements COA is requesting. This outline does not represent the entirety of the system requirements. COA will accept, review and consider alternate systems and functionalities.

System requirements

Customizable
- Entry fields
- Reports
- Terminology
- Basic fields and terms

Centralized scheduling capability.
- One contact number housed at COA
- Online portal access for clients/Authorized Representative
- App access for clients/Authorized Representative

Data Import Capabilities
- Data Import/Export Capabilities from existing client management system (QMCO)

Historical client, driver/provider, trip data storage
- One time entry
- System populates for future entries
- Trip templates for reoccurring trips

Batch scheduling algorithm
- Customizable parameters
- Batch scheduling determined by parameters set in the system
• Batch scheduling to run automatically at pre-determined times
• Ability to run batch scheduling at any time repeatedly
• Additional trips added in after the batch are optimized without re-running the algorithm

**Trip Assignment/Completion**
• System capable of assigning trips directly to drivers through mobile app
• Drivers and organization staff communicate through system
  o Changes to trips
  o Accept or denial of new trips
• Client completes satisfaction survey in app
• Client signs off on trip in app

**Real time information**
• Vehicle location
• Vehicle status
  o Capacity
  o Current run status

**Rates**
• System must assign rates to clients based on service level
• Should be stored in client demographic on initial entry

**Reports**
• Customizable
• Ability to create as business develops
• Include
  o Satisfaction
  o Service quality
  o Service efficiency
  o Utilization

**Providers**
• Organization controls access level
• Providers are able to enter staff schedules into the system
• Providers are able to run quality reports on drivers
COA shall award a Contract to the Bidder who submits the best Bid proposal 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 incomplete, 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 Transportation and Appointment Scheduling System.

Bid proposals will be evaluated based on Bidder’s financial stability, system functionality, system training/ongoing support/ professional references, and pricing. There are four levels of review identified in the tables below. The first level evaluation determines if the proposal meets the requirements of the RFP and the organization is financially stable. Bidders not meeting the first level evaluation criteria may not be considered further. The second level evaluation is for system functionality. The third level evaluation scores the Provider’s system training/ ongoing support/professional references. The fourth level of evaluation is based on pricing. This may determine where specific contract awards are made with respect to multiple variables. 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 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 Submittal**

The committee will base the evaluations on the following criteria:

<table>
<thead>
<tr>
<th>Description</th>
<th>Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1\textsuperscript{st} Level Evaluation-Go/No Go Criteria</td>
<td>Submitted Documentation</td>
</tr>
<tr>
<td>2\textsuperscript{nd} Level Evaluation-System Functionality</td>
<td>0-20 points</td>
</tr>
<tr>
<td>3\textsuperscript{rd} Level Evaluation-System Training, Ongoing Support and Professional References from a System User.</td>
<td>0-20 points</td>
</tr>
<tr>
<td>4\textsuperscript{th} Level Evaluation-Pricing</td>
<td>0-4 points</td>
</tr>
</tbody>
</table>
Transportation and Appointment Scheduling System
Contract Award Decision Matrix

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.

| 1 Financial Health and Bid Requirement | • Current year’s budget  
  • Audited financial statements (including notes) for the most recent year available  
  • Unaudited financial statements for most recent year completed certified as being true and correct by the Chief Financial Officer.  
  • Provide prior year’s tax return (including schedules) and prior year’s statement of revenue and expenses.  
  • Prior year financial statements.  
  • Most current interim financial statements.  
  • A/P Aging (classified in 30, 60, 90 days past due).  
  • 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.  
  If financial statements are unavailable, provide:  
  ➢ Prior year’s tax return  
  ➢ Excel spreadsheet of current year’s Revenue and Expenses |

2nd Level Evaluation: SYSTEM FUNCTIONALITY

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

<table>
<thead>
<tr>
<th>Number</th>
<th>Category</th>
<th>Examples for Scoring</th>
<th>Points</th>
</tr>
</thead>
</table>
| 1      | System is customizable to meet the needs of COA. | *Example 1*-System is off the shelf, not customizable  
  *Example 2*- System offers limited opportunities to customize.  
  *Example 3*-System offers good opportunities to customize.  
  *Example 4*-System offers a great degree of flexibility and customization. | 0-4   |
|   | System provides real time monitoring and tracking of scheduled appointments. | Example 1-System does not provide real time tracking and monitoring.  
   Example 2-System provides real time tracking and monitoring.  
   Example 3-System provides real time tracking and monitoring with alerts sent on a daily basis for missed appointments.  
   Example 4-System provides real time tracking and monitoring with real time alerts sent after 15 minutes of a missed appointment. | 0-4 |
|---|---|---|
| 3 | System provides notification of accepted referral and instant price quote from providers on referrals for billable services, i.e. transportation. | Example 1-System notifies COA of each provider accepted referral on a daily basis.  
   Example 2-System notifies COA of each provider accepted referral and estimated price in real time.  
   Example 3-System notifies COA of each provider accepted referral and formal price quote in real time.  
   Example 4-System notifies COA of each provider accepted referral and formal line item price quote in real time. | 0-4 |
| 4 | System provides tracking and monitoring for an estimated time of arrival for each appointment. | Example 1-System does not offer an ETA for scheduled appointments.  
   Example 2-System offers an ETA for schedule appointments within a 60 minute window.  
   Example 3-System offers an ETA for scheduled appointments within a 30 minute window and sends alerts to client and COA.  
   Example 4-System offers an ETA for scheduled appointments within a 15 minute window and sends alerts to client and COA. | 0-4 |
| 5 | System provides a tracking mechanism for monitoring location of person scheduled to arrive at appointment. | Example 1-System does not offer a tracking mechanism.  
   Example 2-System offers a basic tracking mechanism.  
   Example 3-System offers a tracking mechanism to offer client and COA a real time location of person scheduled to arrive at appointment.  
   Example 4-System offers a tracking mechanism to offer client and COA a real time location of person scheduled to arrive at appointment and sends confirmation alert upon arrival. | 0-4 |

**Range of Points for 2nd Level Evaluation** | 0-20 |
### 3rd Level Evaluation: SYSTEM TRAINING, ONGOING SUPPORT AND PROFESSIONAL REFERENCES FROM A SYSTEM USER

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

<table>
<thead>
<tr>
<th>Number</th>
<th>Category</th>
<th>Examples for Scoring</th>
<th>Points</th>
</tr>
</thead>
</table>
| 1      | Please explain the training that will be provided COA and COA providers prior to going live and in the first 2 weeks after implementation. | *Example 1*: Training program mentioned but not addressed in detail.  
*Example 2*: Training program outlined in proposal.  
*Example 3*: Training program outlined in detail with number of hours/days training will occur per subject.  
*Example 4*: Training program outlined in great detail with hours/days training will occur per subject, number of trainers to be on site per employee and training methods to be used per subject. | 0-4 |
| 2      | Populating data into the system prior to go live date. | *Example 1*: All client and COA data will be manually populated.  
*Example 2*: Much of the client and COA data will need to be manually populated.  
*Example 3*: Some of the client and COA data will need to be manually populated, but the majority of the data can be imported and/or uploaded.  
*Example 4*: The majority of the client and COA data can be imported and/or uploaded. There will be minimal manual data entry. | 0-4 |
| 3      | Reporting functionality. | *Example 1*: Reporting functionality mentioned with little detail.  
*Example 2*: Reporting functionality mentioned and a list of reports provided.  
*Example 3*: Reporting functionality described and a list of reports provided. Reports listed are pertinent to tracking and monitoring scheduled appointments.  
*Example 4*: Reporting functionality described in detail and a list of reports provided. Reports listed are pertinent to the tracking and monitoring of scheduled appointments. Reports are customizable to meet the needs of COA and providers. | 0-4 |
| 4      | Ongoing support after implementation. | *Example 1*: Ongoing support mentioned with little detail provided.  
*Example 2*: Ongoing support mentioned with detailed contact information.  
*Example 3*: Ongoing support clearly explained with detailed contact information and position descriptions of support staff available. | 0-4 |
COA reserves the right to: Negotiate Price and eliminate any term or condition that is not advantageous to COA, its clients or funders.

<table>
<thead>
<tr>
<th>Number</th>
<th>Category</th>
<th>Examples for Scoring</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Please create &amp; submit a pricing summary.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Examples for Scoring</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example 1-Price is provided as a total. Price is not competitive with other proposals.</td>
<td>0-4</td>
</tr>
<tr>
<td>Example 2-Pricing is presented in a menu format. Pricing is competitive with other proposals.</td>
<td></td>
</tr>
<tr>
<td>Example 3-Pricing is presented in line item format. Pricing lists optional items to enhance the functionality of the system. Pricing is competitive with other proposals.</td>
<td></td>
</tr>
<tr>
<td>Example 4-Pricing is presented in line item format. Pricing lists optional items to enhance the functionality of the system. Pricing is aggressive compared to other proposals.</td>
<td></td>
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</tbody>
</table>

Range of Points for 4th Level Evaluation 0-4
Section Five-Additional Information Sheet

This optional section reserves a place for any pertinent information that was not specifically requested in the RFP but adds value for proposal evaluators.
Section Six-Required Forms

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.
Bidder’s Identifying Information Form for RFP: 003-17

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:

<table>
<thead>
<tr>
<th>Site #1</th>
<th>Site #2</th>
<th>Site #3</th>
<th>Site #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin./Director:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State, &amp; Zip:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Phone #:</td>
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<td></td>
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<tr>
<td>FAX #:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email address:</td>
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</tbody>
</table>

5. Ownership
- Private
- Charitable/Religious
- Private/Non-profit
- Public/ Government
- Publicly Traded
- Other________________

6. Legal Structure
- Sole Proprietorship
- S Corporation
- Partnership
- Non-Profit Corporation
- Corporation
- Voluntary Corporation

II. STATEMENT OF UNDERSTANDING

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.

| Signature: | Title: |

| Printed Name: | Date: |
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: ____________________
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 ____________________________
Financial Status

The following items are requested to be submitted with the proposal:

- Current year’s budget
- Audited financial statements (including notes) for the most recent year available
- Unaudited financial statements for most recent year completed certified as being true and correct by the Chief Financial Officer.
- Provide prior year’s tax return (including schedules) and prior year’s statement of revenue and expenses.
- Prior year financial statements.
- Most current interim financial statements.
- A/P Aging (classified in 30, 60, 90 days past due).
- 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. If financial statements are unavailable, provide:
  - Prior year’s tax return
  - Excel spreadsheet of current year’s Revenue and Expenses

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.
3. 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.
4. The insurance required under this RFP shall cover acts or omissions of both paid employees and volunteers working for the Bidder.
5. The Bidder shall require the same amount of insurance from all subcontractors utilized under this agreement.
6. Bidders must submit with their proposal a current Workers’ Compensation Certificate with their bid.
Appendix A: 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 system become unavailable for COA’s use.

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.
Appendix B: Computer Hardware and System Requirements Questionnaire

1) **Please describe the System and Computer Hardware requirements that COA can anticipate with the purchase and implementation of your system.**

2) **Please describe the Help Desk coverage and Ongoing Support COA can anticipate with the purchase and implementation of your system.**
Appendix C: 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.

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
   c. Bidder’s proposal

7. COA requires that all Providers be able to accept Electronic Funds Transfers (EFTs).

8. COA uses the PQR report to manage provider performance throughout the term of the contract.

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.

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. COA reserves the right to begin transitioning clients to new providers three months prior to the end of this contract, if other providers are to be used after this contract expires.

20. Provider must carry adequate insurance coverage to meet the specifications of this RFP provided as part of Section Eight (8) of this RFP.

21. Provider must abide by the specifications set out in the Provider Requirements in an Emergency provided in Appendix A.

22. Provider must comply with all Computer Hardware and System Requirements provided in Appendix B.

23. If awarded services, the selected Bidder will enter into a contract substantially similar to the sample contract shown in Appendix D.

24. 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 F: Appeals Process of this RFP.
Appendix D: Sample Contract

between

The Council on Aging of Southwestern Ohio

and

XXXXXXXXXX

Dates: XX-XX-XXXX

PURCHASE OF PRODUCTS AND SERVICES

THIS PURCHASE OF PRODUCTS AND SERVICES AGREEMENT ("Agreement") is entered into and made effective as of this ___ day of _______________________, 2017 (the "Effective Date") by and between Council on Aging of Southwestern Ohio (COA), an Ohio nonprofit organization ("Company"), with its principal offices located at 175 Tri County Parkway, and COMPANY NAME, a(n) [INSERT TYPE OF LEGAL ENTITY/PERSON....E.G., AN INDIVIDUAL, A CORPORATION, A LIMITED LIABILITY COMPANY, ETC.] ("Client"), with its principal offices located at [INSERT CLIENT’S ADDRESS].

1. Products and Services: The products, services, and scope of services are to be finalized through further review, discussion and negotiation of the COMPANY Proposal to Council on Aging and will be referred to as Exhibit A.- Scope of System Requirements

The parties agree and acknowledge that a Business Associate Agreement (BAA) will be drafted attached to this agreement and referred to as Attachment B.

2. Charges:

To be finalized and referenced in Attachment A.

3. Invoice and Payment for Services:

For any purchases and/or services provided, Client shall submit and a detailed invoice. Payment of such invoice will be due within thirty (30) days of receipt.
4. **Relationship of the Parties:** The parties agree and acknowledge that the Client, including any of its subcontractors, is an independent contractor and shall not be deemed an employee, partner, agent or joint venture of Company for any purposes whatsoever.

5. **Termination:** Either party may terminate this Agreement, with or without cause, upon thirty (30) business days’ advance written notice to the other party. Company may also terminate this Agreement at any time upon breach of this Agreement by Client.

6. **Liability Limitations:** The Company’s maximum aggregate liability for any breach under this Agreement shall be limited to the actual damages suffered by Client and shall not, in any case, exceed the compensation paid by Client to Company for Service charges pursuant to this Agreement. The Company shall not be liable for any indirect, consequential, punitive, or special damages of any kind incurred by Client including, without limitation, lost profits, lost goodwill, or unrecovered revenue. The Company may, at its option, fully satisfy any liability hereunder by replacing, at the Company’s cost, the deliverable giving rise to such liability. The Company shall have not responsibility or liability for verifying or confirming availability of any trademark, copyright, or domain names.

7. **Insurance:** The Client agrees to hold and maintain comprehensive general liability minimum of $1,000,000.

8. **Indemnity:** Client agrees to indemnify, defend, and hold the Company harmless from and against any claims, suits, penalties, actions, finds judgments, orders, costs or expenses, including reasonable attorneys’ fees, arising from or relating to: (i) violation of any federal, state, or local laws or regulations by Client; (ii) any breach of this Agreement by Client; (iii) acts or omissions attributable to Client during the term of this Agreement; and (iv) the alleged violation or infringement of any intellectual property or privacy rights of any third party. This provision shall forever survive the termination of this Agreement.

The Company agrees to indemnify, defend, and hold Client harmless from and against any claims, suits, penalties, actions, finds judgments, orders, costs or expenses, including reasonable attorneys’ fees, arising from or relating to: (i) violation of any federal, state, or local laws or regulations by the Company; (ii) any breach of this Agreement by the Company; (iii) acts or omissions attributable to the Company during the term of this Agreement; and (iv) the alleged violation or infringement of any intellectual property or privacy rights of any third party. This provision shall forever survive the termination of this Agreement.
9. Notices: All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the other party to whom directed, provided however, that notice shall be conclusively deemed given at the time of its deposit in the United States mail when sent by certified or registered mail, postage prepaid, to the other party or sent by private carrier when signed by the receiving party, at the following address (or to such other address or addresses or to such other person or entity as either party may designate in writing to the other):

If to Company: Council on Aging
Attn: Suzanne Burke, CEO
175 Tri County Parkway
Cincinnati, OH 45246

and to: XXXX
Attn: XXXX
Address
Address

10. Governing Law/ Forum Selection: This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio, without application of any conflicts of laws provisions. Any judicial proceeding instituted with respect to this Agreement must be instituted in a court of competent jurisdiction in Hamilton County, Ohio. By execution and delivery of this Agreement, each party (i) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate courts, any irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding instituted in such a court.

11. Entire Agreement: This Agreement contains the entire agreement of the parties hereto and supersedes any prior understandings or agreements between the parties, whether written or oral, with respect to the subject matter of this Agreement. No modification, amendment, change or discharge of any term or provision of this Agreement shall be valid or binding unless the same is in writing and signed by the parties hereto.

12. Severability: Should any provision of this Agreement be declared void or unenforceable, said declaration shall not affect the remaining provisions of this Agreement.
13. **Ownership:** Except as otherwise provided in a subsequent written agreement executed by both parties, any models of services or branding, concepts, ideas, or other protectable works or intellectual property of any kind belonging to Company are considered property of the Company. The Company reserves all rights to such works and intellectual property. Any deliverables, concepts, ideas, or protectable works (“the Deliverables”) produced or provided by the Client to Company are considered property of the Client. Should the Client and/or Company choose to terminate this agreement, per the requirements listed above in Section Five (5), the Company shall retain the right to use the products developed by the Client for up to twelve (12) months until a new Company can be contracted to provide new products and services.

14. **Assignability:** Except as expressly provided herein, neither Company nor Client has the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without the prior written consent of the other. Company and Client each bind themselves, their successors, and assignees to this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, trustee, member, employee, or agency of either Company or Client.

If Client is purchasing or being purchased by, or merging with, another entity, Client shall provide written notice to Company at least thirty (30) days prior to the effective merger or purchase date.

In the event that Client subcontracts any of its obligations hereunder, Client shall not be released from said obligations and Client shall remain directly liable to Company for compliance with all of the terms of this Agreement and full performance of all of Client’s obligations hereunder, as and when the same are due.

15. **Counterparts/Electronic Execution:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other verified electronic communication will have the same effect and evidentiary value as a manually delivered executed counterpart original to this Agreement.

16. **Non-disclosure of Confidential Information:** The parties warrant to each other and acknowledge that they have access to confidential and proprietary information including, without limitation, methods of doing business, processes, trade secrets, lists of customers and potential customers, sales and marketing plans and strategies and that they have a substantial legitimate business interest in protecting such confidential and proprietary information. The parties acknowledge that such material, information and knowledge are special, valuable, and unique assets. Other than as expressly agreed to by the other, the parties forever agree not to disclose, divert, or use any material, information, or knowledge acquired from the other as a result of the Services provided
hereunder, unless such information shall have previously become public knowledge through no action of either party involved in this agreement.

Further, the Client warrants and acknowledges that the Company has access to protected health information. As a covered entity, the Company must adhere to the standards established by the Health Information Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act. The Client agrees to report any breach to client within 10 business days.

17. **Non-solicitation:** Client further agrees that during and for a period of two (2) years after the completion of any Services by the Client for the Company under this Agreement or otherwise, Client will not solicit or permit the employment or the engagement of any services of any employees or independent contractors of Company that Client came into contact with during and related to the course of any Services provided by Client to the Company.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the Effective Date.

COMPANY:
COUNCIL ON AGING OF SOUTHWESTERN OHIO
An Ohio nonprofit company

Suzanne Burke, CEO Date

CLIENT:
[CLIENT’S]

Signature Date

Printed name/Title
Appendix E: 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 Policy

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) business 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). 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 Executive 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 applicant 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.