

**REQUEST FOR PROPOSALS
(RFP)**

for

TRANSPORTATION

Issued by:

Board of Mahoning County Commissioners

on behalf of

Mahoning County Department of Job and Family Services

**MCDJFS
345 Oak Hill Ave.
Youngstown, OH 44502**

(May 2021)

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Request For Proposals (RFP)

Transportation

MCDJFS Mission Statement

We make a difference in Mahoning County by helping individuals and families achieve stability.

1.0 General Overview

1.1 Introduction & Purpose of the Request for RFP Responses

Per Ohio Administrative Code (OAC) section 5160-15-11 Mahoning County Department of Job and Family Services (MCDJFS) has the responsibility of ensuring necessary transportation of Medicaid-eligible individuals for the purpose of obtaining Medicaid-coverable services. MCDJFS is seeking RFP responses to meet this responsibility and reserves the right to award multiple contracts for any service outlined in this RFP.

1.2 Project Schedule

ACTION ITEM	DELIVERY DATE
Opening Day for RFP Responses	May 26, 2021
Deadline for RFP Responses	June 11, 2021 - 3:00 pm

MCDJFS is not liable for any costs incurred prior to entering into a contract with the Potential Contractor.

1.3 MCDJFS Contact Person

The RFP, the evaluation of responses and the award of any resultant contract shall be made in conformance with current Mahoning County Procurement Procedures.

The **MCDJFS Contact Person** and mailing address to address questions about the process, technical issues or the Scope of Service shall be:

Lori A. Murphy
Performance Administrator for Business Management
MCDJFS
345 Oak Hill Avenue
P.O. Box 600
Youngstown, Ohio 44501-0600
Phone: 330.884.6933
Fax: 330.740.2617
E-mail: Lori.Murphy@jfs.ohio.gov

All questions from prospective bidders **must be submitted in writing via e-mail** and will be answered via email or fax by MCDJFS with both the question and the answer disseminated to all who have inquired about the RFP. **MCDJFS staff is prohibited from conducting conversations with**

individual bidders regarding the RFP between the RFP release date and the proposal submission deadline date.

1.4 Potential Contractor Disclosures

Potential Contractor must disclose any pending or threatened court actions and/or claims against the Potential Contractor, parent company or subsidiaries. This information will not necessarily be cause for rejection of the RFP Response however withholding the information may be cause to reject the RFP Response.

1.5 Availability of Funds

This RFP is conditioned upon the availability of federal, state and/or local funds which are appropriated or allocated for payment of the proposed services. If during any stage of this RFP process funds are not allocated and available for the proposed services the RFP process will be canceled. MCDJFS will notify the Potential Contractor at the earliest possible time if this occurs. MCDJFS is under no obligation to compensate Potential Contractor for any expenses incurred as a result of the RFP process. If additional funding becomes available during the term of the contract, MCDJFS at its discretion reserves the right to amend Potential Contractor's contract to increase the contract value.

1.6 Conflict of Interest

No Potential Contractor will promise or give to any MCDJFS employee anything of value that could influence that employee in their decision making on awarding contracts. No vendor will try to influence an employee of MCDJFS to violate any procurement policies of MCDJFS, the Ohio Revised Code or Federal Procurement Regulations.

2.0 Submission of RFP Response

2.1 Preparation of Response

RFP Responses must provide a straightforward, concise delineation of qualifications, capabilities and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content. The RFP Response must include all costs that relate to the submissions.

All RFP Responses submitted shall become the property of MCDJFS. All RFP Responses and associated documents will be considered public information and will be open for inspection to interested parties unless identified as proprietary. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld if clearly identified as such in the RFP Response. Each page containing such material must specify "**PROPRIETARY**" in the upper right corner. MCDJFS will make the final determination as to whether the Potential Contractor has adequately demonstrated the information is proprietary.

2.2 RFP Response Cost

The cost of developing the RFP Response is the responsibility of the Potential Contractor and shall not be chargeable to MCDJFS under any circumstances. The Potential Contractor must certify that the RFP Response and its pricing will remain in effect for a minimum of one hundred twenty (120) days after the RFP Response submission date. All materials submitted in response to the RFP will become

the property of MCDJFS and will be returned at the option of MCDJFS, at the Potential Contractor's expense.

2.3 False or Misleading Statements

RFP Responses which contain false or misleading statements or which provide references which do not support an attribute or condition contended by the Potential Contractor may be rejected. If, in the opinion of MCDJFS such information was intended to mislead MCDJFS in its evaluation of the RFP Response and the attribute, condition or capability is a requirement of the RFP the RFP Response will be rejected.

2.4 Potential Contractor Representative(s) Signature

The RFP Response shall be signed by an individual who is authorized to contractually bind the Potential Contractor. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by MCDJFS. Any and all unsigned RFP Responses will be rejected.

In submitting an RFP Response, the Potential Contractor affirms all statements contained in the RFP Response are true and accurate.

2.5 Delivery of RFP Response

Potential Contractors must deliver or mail one (1) signed original RFP Response and one (1) duplicate of the entire RFP Response to the Mahoning County Department of Job and Family Services, Lori A. Murphy, 345 Oak Hill Avenue, P.O. Box 600, Youngstown, Ohio, 44501-0600. No telegraphic, facsimile, or telephone RFP Responses will be accepted. If mailed the Potential Contractor should use certified or registered mail, UPS or Federal Express with return receipt requested.

It is absolutely essential that Potential Contractors carefully review all elements in their final RFP Response. Once opened, the RFP Response cannot be altered however, MCDJFS reserves the right to request additional information (or respond to inquiries for clarification purposes only).

2.6 Acceptance & Rejection of RFP Response

MCDJFS reserves the right to:

- Award a contract received on the basis of individual items or on the entire list of items.
- Reject any or all RFP Responses or any part thereof.
- Waive any informality in the RFP Responses.

The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Potential Contractor from full compliance with its specifications if the Potential Contractor is awarded the contract. MCDJFS reserves the right, at its discretion to contract with any service provider for projects not included in this RFP. The issuance of this RFP does not commit MCDJFS to award a contract.

2.7 Award of Contract

RFP Response Review

RFP Responses which adhere to the minimum requirements will be deemed "**Qualified**;" those that do not will be deemed "**Incomplete**." Incomplete RFP Responses will be reviewed and additional information may be requested. Partial submissions of RFP Responses will also be determined to be incomplete and MCDJFS may or may not request additional information.

As long as the RFP Response meets the requirements set forth in Section 4.2 and the Potential Contractor can provide the service for the cost proposed, MCDJFS will move forward in the contracting process. RFP Responses must document how the Potential Contractor will meet the requirements set forth in Section 4.2.

All qualified RFP Responses will be reviewed, evaluated and rated by MCDJFS staff. At any time during the review and at any level of the review MCDJFS may request additional information from the Potential Contractor. Such information requests by MCDJFS and Potential Contractor responses must always be in writing. Information may be requested from sources other than the written RFP Response to evaluate the Potential Contractor.

3.0 Terms and Conditions

If a contract ensues, the contents of the RFP Response and the commitments set forth in the selected RFP Response shall be considered contractual obligations. Failure to accept these obligations may result in cancellation of the award.

3.1 Type of Contract

The evaluation of RFP Responses submitted in response to this RFP may result in the issuance of a contract. The contract shall incorporate the terms, conditions and requirements of the RFP, the Potential Contractor's RFP Response and all other agreements that may be reached.

The desired contract structure is one under which the Potential Contractor designs, develops, implements, trains, etc. and is solely responsible for the execution of the project/program and contract requirements.

If the Potential Contractor proposes a different type of approach, the Potential Contractor must describe the contractual protection offered to ensure successful implementation of the services to be provided. If Potential Contractor proposes a multi-provider or sub-contractor approach, the Potential Contractor must clearly describe the responsibilities of each party and the performance assurances it will offer. The successful Potential Contractor proposal, this RFP and other applicable addenda will become part of the final contract. If the Potential Contractor is using subcontractors, the Potential Contractor must include a copy of the signed agreement between the Potential Contractor and subcontractor for inclusion in the contract that is finalized under this RFP.

3.2 Contract Period, Invoicing & Request for Cost of Transportation Services

A contract will be written with an effective date of **July 1, 2021 or as soon as practical thereafter** and ending no later than **June 30, 2022** inclusive, unless terminated or extended by formal agreement.

MCDJFS contracts are based upon reimbursement for services provided. Contract reimbursement is based on reimbursement on a unit cost upon approval of deliverables by MCDJFS. Potential Contractor can claim payment only for services in an amount agreed upon by both MCDJFS and Potential Contractor. Potential Contractors will submit invoices for actual services provided. Invoices are to be submitted monthly and must be submitted by the fifth (5th) business day following the month preceding.

The Potential Contractor will only be paid for services authorized by MCDJFS. Reimbursement will be made within forty-five (45) days of receipt of invoices and any required documentation by MCDJFS.

MCDJFS has the responsibility of ensuring necessary transportation of Medicaid-eligible individuals. MCDJFS must also select the most cost-effective type of assistance that is appropriate to the individual's circumstances and enables the individual to access Medicaid-coverable services in a timely manner. MCDJFS clients are transported by:

- **Livery Service** - taxicab rides,
- **Fixed-Route or Demand-Response Transportation** - WRTA or a private company,
- **Eligible Provider** - wheelchair van company.

OAC regulation 5101:15-14 outlines non-emergency services through a Private Transportation Vendor:

- **Private Transportation Vendor (PTV)** – is an entity (e.g. individual person, for-profit company, not-for-profit organization) that seeks to establish or maintain a contract with a CDJFS to supply transportation services to Medicaid recipients; and is not a government agency, transit authority, public transportation system, or other quasi-governmental organization.
- **PTV owner/manager** – person having ownership or control interest in the PTV
- **Related enterprise** – any other business in which the PTV owner/manager has an ownership or control interest
- **Direct-service PTV employee** – a PTV employee who provides direct services to Medicaid recipients
- **PTV Contract Requirements:**
 - Each PTV owner/manager shall meet disclosure requirements
 - Each PTV owner/manager identifies all related enterprises, and with respect to those businesses the PTV owner/manager also meets disclosure requirements
 - PTV discloses the following information for the PTV, each PTV owner/manager and any related enterprise:
 - Name; Medicaid provider name if applicable; physical address; mailing address if different; tax identification number; Medicaid provider number if applicable; and National provider identifier (NPI) if applicable.
 - Shall meet the following requirements:
 - PTV shall conduct a criminal background check on each PTV direct-service employee and applicant that substantiates no conviction nor guilty plea to an offense listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code
 - MCDJFS shall substantiate the PTV, PTV owner/manager and each direct-service PTV employee and applicant is not currently listed in any of the following databases searches as sanctioned or excluded:
 - Ohio Medicaid Provider Exclusion Suspension List; Office of Inspector General Exclusion Database; System for Award Management; Ohio Department of Developmental Disabilities Abuser Registry; Ohio Auditor of State – Finding for Recovery Database; Ohio Sex Offender and Child-victim Offender Database; Ohio Inmate Database and Ohio Nursing Registry

OAC regulation 5101:15-22 states non-emergency services through an Eligible Provider:

- **Eligible Provider** - Wheelchair van services

To coordinate the most cost-effective type of transportation with the appropriate non-emergency service, MCDJFS is requesting two rates for services a Potential Contractor provides. Please note: Potential Contractors do not have to provide both services to be awarded a contract. A Potential Contractor may be contracted to provide only PTV services; a Potential Contractor may be contracted to provide only Eligible Provider services; or a Potential Contractor may be contracted to provide both services to MCDJFS clients.

MCDJFS is responsible to transport clients residing in Mahoning county, including those residing in outlying areas such as Sebring, Lake Milton, etc. MCDJFS will reimburse for "loaded mileage," or the distance traveled to or from a Medicaid-coverable service with a Medicaid-eligible individual in the vehicle. It is the Potential Contractor's responsibility to include all operational expenses when determining the rate.

Transportation Service Rates Requested:

- Private Transportation Vendor rate
- Wheelchair Van rate and mileage

3.3 Potential Contractor Certification Process

For the selected Potential Contractor(s), the Potential Contractor Certification process will be completed prior to contract signing. The purpose of the process is to provide some assurance to MCDJFS that the Potential Contractor has the administrative capacity to effectively and efficiently manage the contract. The process covers three (3) key areas: Section A - basic identifying information; Section B - financial and administrative information; and Section C - quality assurance information.

3.4 Confidentiality and Security

Any Potential Contractor or contractor engaging in any service for MCDJFS requiring them to come into contact with confidential MCDJFS information will be required to hold confidential such data made available to them.

3.5 Delinquent Property Tax Statement

Prior to the contract signing, the selected Potential Contractor shall submit a statement affirmed under oath that at the time the bid was submitted, the Potential Contractor was not charged with any delinquent personal property taxes or real estate tax on the general tax list of personal or real estate property for Mahoning County, Ohio or that the Potential Contractor was charged with delinquent personal property taxes or real estate taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon.

If the statement indicates any delinquent taxes, a copy of the statement will be transmitted to the County Treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to the contract, unless the statement has been incorporated and payment has been made, or payment plan arrangements have been finalized with the County.

4.0 Requirements and Specifications

4.1 Project Overview(s)

MCDJFS is committed to the successful implementation of Ohio Works First (OWF) and the Federal Temporary Assistance to Needy Families (TANF) Goals which are as follows:

1. To provide assistance to needy families so that children may be cared for in their own home or in the homes of relatives;
2. To end the dependence of needy families on government benefits by promoting job preparation, work and marriage;
3. To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numeric goals for preventing and reducing the incidence of these pregnancies; and
4. To encourage the formation and maintenance of two-parent families.

MCDJFS is also committed to provide transportation services under the Medicaid state plan ensuring necessary transportation of Medicaid-eligible individuals for the purpose of obtaining Medicaid-coverable services. MCDJFS must select the most cost-effective type of assistance that is appropriate to the individual's circumstance and enables the individual to access Medicaid-coverable services in a timely manner.

Persons determined by MCDJFS to meet the eligibility guidelines will be provided transportation services as set forth in Section 4.2.

4.2 Scope of Service – Transportation

In the delivery of these services, it is expected that the Potential Contractor will operate a program which accomplishes all of the following:

1. Provide a demand responsive transportation system.
 - a. The program will operate Twenty-Four (24) Hours, Seven (7) Days a Week, including federal holidays.
 - b. At least ninety percent (95%) of all customers will reach destinations within the prescribed time standard.
2. Ensure staff sufficient to perform the services, including the provision of:
 - a. Properly servicing MCDJFS dispatching requests.
 - b. Drivers either hired or retained through other agreements.
 - c. Administrative staff sufficient to provide agreed upon reports, to develop and implement needed policies and procedures and to perform monthly invoicing and accounting functions.
 - d. An "ombudsman" to ensure good customer service and quick resolution of complaints.
3. Provide primary vehicles to meet demand, including provision of:
 - a. Suitable back-up vehicles during such times that the primary vehicles are not in service.
 - b. Late model vehicles that are in good mechanical order on the date the contract commences.

- c. Vehicle maintenance in accordance with a regular inspection and maintenance program.
 - d. The capability for continuous two-way communication with all vehicles.
4. Assume all other operational costs, including the provision of all other equipment and facilities necessary to support the program.

5.0 RFP Response Format

To expedite and simplify the process for evaluating RFP Responses and to assure each RFP Response receives the same orderly review, it is required that all RFP Responses be submitted in the format as described in this section. RFP Responses must contain all the elements of information specified, **without exception**. RFP Response sections must be numbered corresponding with the following format:

- Section 1 - Cover Sheet
- Section 2 - Executive Summary
- Section 3 - Scope of Service
- Section 4 - Potential Contractor References
- Section 5 - Personnel Qualifications

5.1 Section 1 Cover Sheet

Each RFP Response must be signed by an authorized representative of the Potential Contractor and must also include the names of individuals authorized to negotiate with MCDJFS. The signature line must indicate the title or position the individual holds in the company. Any and all unsigned RFP Responses will be rejected.

5.2 Section 2 Executive Summary

Provide the following information relative to your agency or company.

A. Location of Agency/Company

Provide the address for the Potential Contractor's headquarters or name of the Potential Contractor's local office in the Tri-County area. Include a contact name, address, email address and phone number.

B. Potential Contractor's Primary Business

State the Potential Contractor's primary line of business, the date established, the number of years of relevant experience and the number of employees.

C. Potential Contractor's Ownership, Related Enterprises and Medicaid Information

Describe how the Potential Contractor is owned (include the form of business entity, i.e. corporation, partnership, or sole proprietorship) and how financed; include Federal Tax ID number / EIN.

Each PTV owner/manager will identify all related enterprises, and with respect to those businesses the PTV owner/manager also meets disclosure requirements

PTV will disclose the following information for the PTV, each PTV owner/manager and any related enterprise:

- o Name; Medicaid provider name if applicable; physical address; mailing address if different; tax identification number; Medicaid provider number if applicable; and National provider identifier (NPI) if applicable.

D. Potential Contractor History

Provide a brief history of Potential Contractor's organization. The Potential Contractor's previous experience in operating a demand response transportation system should be demonstrated. Provide a brief description of the Potential Contractor's knowledge of the MCDJFS population to be served.

E. Attachments - Include the following:

1. A Table of Organization that clearly distinguishes programs, channels of communication and the relationship of the proposed purchase of service to the total company. Attach to the original RFP Response and the copy.
2. Articles of Incorporation. Copy needed for original RFP Response only. Include a copy of the Potential Contractor's Articles of Incorporation (filed with the Secretary of State's Office) or statement of Potential Contractor's status (i.e. local political subdivision).
3. A current certificate of insurance. If selected for a contract, the following insurance coverage is required:
 - a) Workers' Compensation Insurance,
 - b) Automobile insurance must be included with the amount of one million dollars (\$1,000,000) per claim, and
 - c) Policy of commercial general liability insurance with an insurance company licensed in the State of Ohio. The commercial general liability policy shall have limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) for all occurrences, and
 - d) All policies shall name MCDJFS and the Mahoning County Board of Commissioners as Additional Insured.

Current workers' compensation and insurance certificates must be attached to the original RFP Response and the copy.

F. Subcontracts

Describe what subcontracts, if any, are planned and what the subcontractor's expertise is regarding the service. All subcontractors must be approved in advance by MCDJFS and will be held to the same contract standards as the Potential Contractor. Submit a letter of intent from each subcontractor indicating the commitment, the service(s) to be provided and three (3) references.

5.3 Section 3 Scope of Service

Provide a detailed description of the Scope of Services to be provided. Include a statement describing how Potential Contractor resources and experiences will support the services to be provided. The

Potential Contractor should also clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP.

5.4 Section 4 Potential Contractor References

The Potential Contractor must list at least two (2) references from other contracted providers for which services were provided similar in nature and functionality to those requested by MCDJFS. Each reference (not to be submitted from individuals) must be accompanied by:

- Company name
- Address
- Phone number & fax number
- Contact person
- Nature of relationship and services performed
- Time period of contract

If references cannot be provided, please explain why.

5.5 Section 5 Personnel Qualifications

For key personnel, i.e., owner, manager, direct-service employee and direct-service applicant who will be working for the Potential Contractor, please submit the following:

- Name
- Proposed role
- Industry certification(s)
- Work history with company
- Copy of valid driver's license
- Copy of BCII and FBI checks (or paid receipt if requested)

Appendix I

Assurances

As part of the RFP Response, the Potential Contractor must provide assurance that:

- 1. It is prepared to accommodate infants, children and adolescents, and shall furnish proper safety restraints and specific training to drivers/operators.
- 2. At a minimum, each driver/operator will be trained in passenger assistance, CPR, defensive driving, first-aid, and blood borne pathogens. Credentials for such training will be kept current, where applicable.
- 3. Rules will be in place to prohibit passengers from smoking, eating and drinking, use of profanity, and threatening or coercing other passengers or drivers.
- 4. It will ensure that adequate personnel are on-duty to ensure prompt response to the customers' needs.
- 5. All driver/operators will be expected to adhere to a specific dress code that exhibits a commitment to professionalism and will at all times display photo identification.
- 6. All driver/operators shall have Criminal Background Reports, Bureau of Motor Vehicle Reports, and Alcohol Drug Screens not less than once per year or upon request from MCDJFS.
- 7. Unless otherwise agreed, all fleet vehicles within the program shall be late model vehicles at contract origin. These vehicles are understood to be in good mechanical order and shall be free of rust, dents, or any other deficiencies.
- 8. All vehicles within the operating fleet shall be routinely washed. Interiors of the vehicles shall be vacuumed, disinfected, and windows cleaned on a routine basis.
- 9. Daily safety inspections should be performed on each operating vehicle. Any vehicle that is deemed substandard with regards to safety should be placed out-of-service until the deficiency or deficiencies are corrected

It is recommended that there be an all-inclusive periodic maintenance program.

Signature

Date

**Appendix II
AFFIDAVIT**

(Sec. 5719.042 ORC)

State of Ohio

County of Mahoning

To: Auditor of Mahoning County, OH:

_____ being first duly sworn, deposes and says as follows:

1. Affiant is _____ of _____, the business entity that has submitted to the Board of Mahoning County Commissioners a bid to provide Transportation Services.
2. That, at the time that the aforesaid bid was submitted, that date being _____, the said business entity was not charged with any delinquent personal property taxes on the general tax list of personal property of the County of Mahoning, State of Ohio.

And further Affiant sayeth not.

Signature of Affiant

Date

Name of Business

Business Address

Sworn to before me and subscribed in my presence this
_____ day of _____, 20_____.

Signature of Notary Public

A Notary Public in and for said County and State.

My Commission expires _____.

[S E A L]

[Contractor to submit statement as to delinquent taxes; incorporation]

Section 5719.042

Ohio Revised Code

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Effective Date: 09-21-1982

Appendix III

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

State of: Ohio

County of: Mahoning

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the County of Mahoning, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Board of Mahoning County Commissioners or their individual campaign committees:
 - a. myself (if applicable);
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have **collectively** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Board of Mahoning County Commissioners or their individual campaign committees:
 - a. myself (if applicable);
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section;
 - f. any political action committee affiliated with any person identified in divisions (a) through (c) of this section.

Signature _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public _____

My Commission Expires: _____

Exhibit IV
Debarment Affidavit

State of: Ohio
County of: Mahoning

Being first duly sworn, _____ deposes and says as follows:

1. Affiant is _____ of _____, the business entity that will enter into a Contract with the Board of Mahoning County Commissioners on behalf of the Department of Job and Family Services to provide Child Care Services.

2. That, at the time that the aforesaid Contract was proposed, that date being _____, the said business entity:
 - (a) Provider certifies and affirms that Provider has not been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76 or other applicable Statutes.
 - (b) Provider certifies and affirms that Provider is not on the list established by the Ohio Secretary of State, pursuant to Ohio Revised Code Section 121.23 which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.
 - (c) Provider certifies and affirms that Provider either is not subject to a finding for recovery under Ohio Revised Code Section 9.24, has taken appropriate remedial steps required under that statute or otherwise qualifies under that section to enter into contracts with the State of Ohio.
 - (d) Provider understands that per Ohio Revised Code Section 9.24, MCDJFS will check the state website to ensure that there are no findings of recovery concerning the Provider.

And further Affiant sayeth not.

Signature of Affiant

Date

Name of Business

Business Address

Sworn to before me and subscribed in my presence this _____ day of _____, 20 ____.

Signature of Notary Public

A Notary Public in and for said County and State.

My Commission expires _____.

[S E A L]

Exhibit V



Ohio Department of Public Safety
Division of Homeland Security
http://www.homelandsecurity.ohio.gov

PUBLIC EMPLOYMENT - In accordance with section 2909.34 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form with fields: LAST NAME, FIRST NAME, MIDDLE INITIAL, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
4. Have you solicited any individual for membership in an organization, on the U.S. Department of State Terrorist Exclusion List?
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

In the event of a denial of public employment due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism, as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization.

X _____ Signature _____ Date