

REQUEST FOR PROPOSALS

FOR

**MCDJFS PREVENTION,
RETENTION AND CONTINGENCY PROGRAM
(PRC) AND OHIO WORKS FIRST (OWF)**

Issued by:

THE BOARD OF MAHONING COUNTY COMMISSIONERS

on behalf of

**THE MAHONING COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES (MCDJFS)**

**345 OAKHILL AVENUE
YOUNGSTOWN, OHIO 44502**

APRIL, 2008

**Due to current funding restraints, MCDJFS will contract with
Providers that offer direct services to the populations served.**

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Attachment 1 is separate RFP document

Exhibits 1 through 7 are separate RFP documents

**REQUEST FOR PROPOSAL (RFP)
SERVICES FOR MCDJFS PREVENTION,
RETENTION AND CONTINGENCY PROGRAM
(PRC) AND OHIO WORKS FIRST (OWF)**

MCDJFS MISSION STATEMENT

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

1.0 GENERAL OVERVIEW

1.1 Introduction & Purpose of the Request for Proposal

The Mahoning County Department of Job and Family Services (MCDJFS) is seeking proposals for the purchase of social services aimed at providing a seamless delivery of assistance to individuals who are eligible under the MCDJFS Prevention, Retention and Contingency Program (PRC) and Ohio Works First (OWF). The MCDJFS reserves the right to award multiple contracts for any service outlined in this RFP.

1.2 Project Schedule

ACTION ITEM	DELIVERY DATE
Deadline for Proposals Received by County	Friday, May 2, 2008
Proposal Review Completed	Friday, May 30, 2008
Approximate Project Start-up	Tuesday, July 1, 2008

MCDJFS will not be liable for any costs incurred prior to entering into a contract with the Provider.

1.3 Mahoning County 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 **Mahoning County Contact Person** and mailing address to address questions about the bid process, technical issues, or the Scope of Service shall be:

Lori A. Murphy, Performance Management Administrator

Mahoning County Department of Job and Family Services

345 Oakhill Avenue

P.O. Box 600

Youngstown, Ohio 44501-0600

Phone: 330.884.6933

Fax: 330.740.2523

E-mail: murphl01@odjfs.state.oh.us

1.4 Letter of Intent

Providers who want to receive updates regarding addenda or clarifications of response to this RFP are encouraged to submit a Letter of Intent by **3:00 PM the day of the Bidders' Conference**. All questions submitted prior to the Bidders' Conference will be answered at the Conference. After the Bidders' Conference, all questions and answers will be forwarded upon receipt of the Letter of Intent. The Letter of Intent **DOES NOT** commit the bidder to submit a proposal.

Fax, email, mail, or hand deliver a Letter of Intent addressed to Lori A. Murphy using the information set forth above in Section 1.3. Hand-delivered Letters of Intent may be given to the Front Desk staff or Security.

The Letter of Intent must state that the Provider intends to submit a proposal in response to this RFP and the name, title, address, telephone number, email address, and fax number of the Provider's contact person; a form has been provided (Please complete Attachment 1). MCDJFS will acknowledge receipt of the Letter of Intent by return fax or email and will direct all correspondence regarding addenda to or clarification of this RFP to the contact person. MCDJFS is NOT responsible for a malfunctioning fax machine and/or email account.

MCDJFS is not responsible for a bidder's failure to receive information before the Letter of Intent is received. A bidder may submit a proposal without a Letter of Intent; however, failure to submit a Letter of Intent will exclude the Provider for the notice list, which may result in missing notification of significant information regarding this RFP.

1.5 Bidder's Conference

MCDJFS will hold a Bidder's Conference on Monday, April 21, 2008 from 9:00 AM until approximately 12:00 PM in the Conference Center of the Oakhill Renaissance Place, located at 345 Oakhill Avenue; please use Entrance A. The purpose of the Bidder's Conference is to review the requirements of this RFP, to respond to participants' questions regarding the aspects of the RFP, and to answer any questions posed prior to the Conference. Although attendance at the Bidder's Conference is not required, **potential bidders are highly encouraged to attend**. Questions may be posed and

answered in this forum that will significantly increase the ability of the bidder to submit a competitive proposal. Following the close of the Bidder's Conference, all questions from prospective bidders must be submitted in writing via e-mail or fax and will be answered, via email or fax, by MCDJFS with both the question and the answer disseminated to all bidders who have submitted a Letter of Intent. **MCDJFS staff is prohibited from conducting conversations with individual bidders regarding the RFP between the release date of the RFP and the date of the proposal submission deadline.** The Bidder's Conference is the most effective opportunity for the bidder to gain an understanding of the focus and priorities of the RFP and to ensure that the bidder completely understands the submission requirements and processes.

1.6 Provider Disclosures

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

1.7 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 Provider at the earliest possible time if this occurs. MCDJFS is under no obligation to compensate Provider 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 Provider's contract to increase the contract value.

1.8 Conflict of Interest

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

2.0 Submission of Proposal

2.1 Preparation of Proposal

Proposals 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 proposal must include all costs that relate to the submissions. All proposals submitted shall become the property of MCDJFS. All proposals and associated documents will be considered public information and will be open for inspection to interested parties.

2.2 Proposal Cost

The cost of developing proposals is the responsibility of the Provider and shall not be chargeable to MCDJFS under any circumstances. The Provider must certify that the proposal and its pricing will remain in effect for a minimum of one hundred twenty (120) days after the proposal 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, and at the Provider's expense.

2.3 False or Misleading Statements

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

2.4 Provider Representative's Signature

The proposal shall be signed by an individual who is authorized to contractually bind the Provider. 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 proposals will be rejected.

In submitting a proposal, the Provider affirms all statements contained in the proposal are true and accurate.

2.5 Delivery of Proposals

Providers must mail or deliver one (1) signed original proposal and one (1) signed duplicate of the entire proposal to the **Mahoning County Department of Job and Family Services, Attn: Lori A. Murphy, 345 Oakhill Avenue, P.O. Box 600, Youngstown, Ohio, 44501-0600** no later than **3:00 pm EST on Friday, May 2, 2008**. It is the Provider's responsibility to ensure that MCDJFS has physically received the proposal and duplicate before the deadline. Proposals received after the deadline will not be considered. No telegraphic, facsimile or telephone proposals will be accepted. If mailed, the Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested.

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

2.6 Acceptance and Rejection of Proposals

MCDJFS reserves the right to:

- Award a proposal received on the basis of individual items or on the entire list of items.
- Reject any or all proposals, or any part thereof.
- Waive any informality in the proposals.

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

2.7 Evaluation and Award of Contract

Proposal Review and Evaluation

Proposals which adhere to the minimum requirements will be deemed "Qualified." Those which do not will be deemed "Non-Qualified." "Non-Qualified" proposals will be placed in the inactive file. Partial submissions or proposals submitted after the designated deadline will be determined to be non-responsive and will be "Non-Qualified".

All qualified proposals 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 Provider. Such information requests by the County and Provider's responses must always be in writing. Information may be requested from sources other than the written bid to evaluate the Provider.

Proposals will be evaluated on the following:

- Provider's overall contribution to the Department mission;
- strength and stability of the Provider to provide the requested services;
- ability to meet the project/program time lines;

- overall responsiveness, viability and completeness of the bid as well as the likelihood that, in County's opinion and at County's discretion, the bid best meets or exceeds County's specifications;
- scope of service being proposed;
- information in the Executive Summary;
- Provider references;
- personnel qualifications;
- distinguishing characteristics;
- cost of proposed service per Exhibit 2;
- any other facts considered relevant by County and demonstrated by the bid or investigation by County;
- experience with a similar project of comparable size and scope;
- working partnerships with other initiatives relating to or engaged with MCDJFS programs and priorities;
- previous service with Mahoning County;
- does the proposal clearly define the target population and need for services;
- does the proposal clearly describe the services to be delivered;
- are the goals and objectives clear, measurable, achievable, and results focused;
- quality and number of subcontractors; and
- subcontractor references.

The Review Committee will be instructed to evaluate each proposal against the criteria on the ranking sheet. At any time during the review, and at any level of the review, the Review Committee may request additional information from the Provider. Such information requests by the County and Provider's responses must always be in writing.

All qualified proposals shall be reviewed by the Review Committee using a standard Proposal Review Evaluation Rating Sheet tailored specifically for this RFP. The number of evaluation points for each section varies according to the value assigned for that particular aspect of the program. The ranking system to be used is as follows:

0 Ranking	Inadequate or unacceptable response
1 Ranking	Minimal Acceptance

2 Ranking	Fair
3 Ranking	Good
4 Ranking	Very Good
5 Ranking	Excellent

The County reserves the right to invite Providers to make oral presentations on their proposal

2.8 Contract Award

All contracts are subject to approval and funding by the Mahoning County Board of Commissioners. If the Board of Commissioners does not approve the contract and funding, the contract shall not be awarded. In the event that federal or state funds become unavailable, the contract shall be cancelled in accordance with the RFP and standard contract provisions.

Proposal selection does not guarantee that a contract for services will be awarded. The selection process includes:

- A. All proposals will be evaluated in accordance with **Section 2.7 Evaluation & Award of Contract**. The proposal is rated based on the criteria in the RFP.
- B. The County will work with the successfully selected providers to negotiate and finalize the details of the contract document.
- C. All contract documents will be performance driven. In order to obtain total funding under a contract, all goals must be met.
- D. If County and the Provider are able to successfully finalize the contract document details, Staff will recommend the Provider to the Board of Mahoning County Commissioners (BMCC) for a contract award.
- E. If Staff determines that County and Provider are unable to successfully come to terms regarding the contract, the County reserves the right to terminate contract discussions with the Provider. Accordingly, Staff will not recommend the Provider to the Board of Mahoning County Commissioners (BMCC). In this event, the County reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP if it is deemed necessary.

3.0 Terms and Conditions

If a contract ensues, the contents of the RFP and the commitments set forth in the selected proposals 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 proposals 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 Provider's proposal and all other agreements that may be reached.

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

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

3.2 Contract Period, Funding & Invoicing

A contract will be written for a period of **twelve (12) months** with an effective date of **July 1, 2008 or as soon as practical thereafter** and ending no later than June 30, 2009. MCDJFS may extend a contract for services related to this RFP process for an additional 12 months upon mutual consent of the parties and contingent upon the availability of funding and successful contract performance of the Provider. MCDJFS contracts are based upon reimbursement for services provided.

Contract reimbursement is based on actual monthly expenses and the justified unit rate for each month. Provider can claim payment only for services based on the actual cost of delivery. Provider will submit invoices for the actual services provided and performance goals achieved. Invoices are to be submitted monthly and must be submitted by the fifth (5th) business day following the month preceding. Failure to submit invoices in a timely fashion shall result in the following prorated schedule: after ten (10) business days – ninety percent (90%) of invoice amount; after twenty (20) business days – eighty percent (80%) of invoice amount; after thirty (30) business days – seventy-five percent (75%) of invoice amount; after forty (40) business days – fifty percent (50%) of invoice amount; and after fifty (50) business days the agreement will terminate as provided for herein. The Provider 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. It is understood that MCDJFS will not withhold ten percent (10%) of each monthly payment pending attainment of all contract goals. However, Provider shall submit quarterly performance reports corresponding with Exhibit 3, to be received by MCDJFS by the tenth (10th) business day following the preceding service quarter. MCDJFS will review and track these performance goals and if it is determined that the established goals are not being met, the Provider will be contacted and the ten percent (10%) monthly retainage will be

applied through the term of the contract; at which time Provider will submit a final performance report. MCDJFS shall review this final report and authorize the release of the retainage upon attainment of the established goals. Approval of performance results will not be unreasonably withheld. The Provider may be expected to submit other written reports upon request throughout the term of the contract.

3.3 Provider Certification Process

For the selected Provider(s), the Provider Certification process will be completed prior to contract signing. The purpose of the process is to provide some assurance to the County that the Provider 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 Provider 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 Certifications

Prior to the contract signing, the selected Provider shall submit the following statements affirmed under oath:

1. Political contribution Limits Affidavit (Please complete Exhibit 4).
2. Declaration regarding Material Assistance/No Assistance to a Terrorist Organization (Please complete Exhibit 5).
3. Debarment Affidavit - 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, or 45 CFR Part 76, or other applicable Statutes (Please complete Exhibit 6).
4. Delinquent Property Tax Statement – Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Mahoning County, Ohio or that Provider was charged with delinquent personal property 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 (Please complete Exhibit 7).

Please ensure that Exhibits 1 through 7 are not bound in the proposal. If a contract is awarded to a Provider, MCDJFS will use the original documents and incorporate them into the contract.

4.0 REQUIREMENTS & SPECIFICATIONS

4.1 Project Overview

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 – This goal only covers needy families so children may live with their parents or other relatives. It does not cover children living with non-relatives. A needy family is one that meets the income and/or resource standards established in the Mahoning County PRC plan, which is available on the following website: www.mahoningcountyoh.gov.**
- 2. To end the dependence of needy families on government benefits by promoting job preparation, work and marriage – This goal is to assist needy parents, including a non-custodial parent or a working parent, by providing employment, job preparation, or training services. Examples of potential services include job or career advancement activities, marriage counseling, refundable earned income tax credits, and employment services designed to increase the non-custodial parent’s ability to pay child support. Activities that promote any one of the following objectives would be consistent with this purpose: 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. This purpose is not limited to needy families; however, delivery of services to the non-needy must meet criteria set forth in the Mahoning County PRC plan. Potential activities that would be reasonably calculated to accomplish this purpose include family planning, clinical and follow-up services, abstinence programs, visiting nurse services and programs, and services for youth such as counseling, teen pregnancy prevention campaigns, and after-school programs that provide supervision when school is not in session.**
- 4. To encourage the formation and maintenance of two-parent families – A significant share of OWF families consist of unmarried mothers with low skills who live with their children apart from low-skilled, underemployed fathers. Many**

of these fathers are involved in the lives of their children and provide some financial support, but would like to do much more. Historically, the fathers have found limited employment opportunities, and welfare rules have worked to discourage family formation and fuller involvement of these fathers in the lives of their children. Some activities that are reasonably calculated to accomplish this purpose might include parenting skills training, premarital and marriage counseling, and mediation services; activities to promote parental access and supervision; job placement and training services for non-custodial parents; initiatives to promote responsible fatherhood and to increase the capacity of fathers to provide emotional and financial support for their children; and crisis and intervention services.

Through local flexibility and planning, MCDJFS desires to meet the needs of our participants through Prevention Retention and Contingency (PRC) Programs as well as OWF. Individuals eligible for services must meet the eligibility guidelines of the Mahoning County PRC Program. All programs and proposals submitted must conform to the eligibility requirements outlined in the PRC Program.

If, as a Provider, you have a program that meets one of the four goals listed above, you are encouraged to submit a proposal.

The County encourages collaborations among Providers, community based agencies and/or employers to offer services and programs. A stand-alone agency may also have necessary capacities. Community based agencies can enhance a collaboration's understanding of family needs, strengths, motivations, and values as affected by family circumstances and ethnic and cultural backgrounds. These agencies also offer accessibility, with staff and services well known to the community they serve. They may offer: 1) ongoing services for family members developed in response to family interests and needs in their communities; 2) awareness of community resources/ assets; and 3) capacity for providing families with ongoing "natural" supports after formal services are ended.

A copy of the PRC Plan is available at www.mahoningcountyoh.gov

4.2 Provider Project Requirements

- A. Services will be flexible and individualized allowing participants to progress at their own rate; however, group participation inclusive of family (support unit) is encouraged.
- B. To the degree feasible, services should be accessible (located where population is concentrated), offering inviting surroundings that are family friendly and culturally responsive (as appropriate to the service), and using staff who are culturally competent and representative of the target population. Program design must take into account the norms, values and problem solving strategies of participants' ethnic or cultural background and life experiences.

- C. Services should promote financial stability.
- D. Services are expected to have measurable program outcomes and practices in place for ongoing program evaluation and improvement.

4.3 Performance Goals & Outcome Measures

Providers will be required to track and measure program outcomes and other indicators of program performance. Examples of other measures Providers may be asked to collect vary by service but might include (Please complete Exhibit 3):

1. Percentage (%) and number of clients who maintained, increased, or decreased employment.
2. Percentage of clients referred for expunging.
3. Number of participants referred to the program that start and complete the program.
4. Attendance reports on each participant.
5. Participants referred to other services to assist them in reducing barriers.
6. Number of referrals to community agencies and report on outcome of referral.

5.0 Bid Format

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

Section 1 - Cover Sheet

Section 2 - Executive Summary

Section 3 - Scope of Service

Section 4 - Provider References

Section 5 - Personnel Qualifications

Section 6 - Distinguishing Characteristics

Section 7 - Cost of Proposed Service

Section 8 – Budgeted Unit of Service Cost

5.1 Section 1 Cover Sheet

Each proposal must be signed by an authorized representative of the Provider and also include the names of individuals authorized to negotiate with County. The signature line must indicate the title or position the individual holds in the company. Any and all unsigned proposals 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 Provider's headquarters or name of the Provider's local office nearest to the City of Youngstown, Ohio (if applicable). Include a contact name, address, and phone number.

B. Provider's Primary Business

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

C. Provider Ownership

Describe how the Provider is owned (include the form of business entity -i.e., non-profit corporation, partnership or sole proprietorship) and financed.

D. Provider History

Provide a brief history of Provider's organization. Briefly state the programmatic and administrative experience qualifying the Provider to perform the proposed services. Include the Provider's mission statement, philosophy of service and any special qualifications. Provide information on community involvement and community partnerships. Provide a brief description of the Provider's knowledge of population to be served as well as TANF and Welfare Reform.

E. Additional Information - 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 proposal and copy.
2. Articles of Incorporation. Copy needed for original proposal only. Include a copy of the Provider's Articles of Incorporation (filed with the Secretary of State's Office) or statement of Provider's status (i.e.; local political subdivision).

3. A current certificate of insurance. If selected for a contract, the following insurance coverage is required:
- 1) Workers' Compensation Insurance,
 - 2) If the operation of an automobile is necessary to the performance of the contract, automobile insurance must be included with the amount of one million dollars (\$1,000,000) per claim,
 - 3) A policy of professional liability and commercial general liability insurance with limits in one million dollars (\$1,000,000) per claim, and two million dollars (\$2,000,000) in the annual aggregate, and
 - 4) 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 proposal and copy.

4. A copy of the Provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Federal Form 990.

For partnership and sole proprietorships, include a copy of the 2005 and 2006 federal income tax reports, a 2006 year end balance sheet and income statement. If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. Copy needed for original proposal only.

5. Job descriptions for all positions in the project/program budget. Attach to the original proposal and copy.
6. Daily service/attendance form. Include a blank copy of the forms used to record services provided. Information must include date of service, beginning and end time of service, names of all participants who received service, and name of the instructor or social worker. Also include forms used to record participant progress. Attach to the original proposal and copy.
7. Program quality documents: Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality. Attach to the original proposal and copy.

8. A copy of the Provider's brochures which describe the service being purchased (if applicable). Attach to the original proposal and copy.
9. Description of the Provider Organization's computer/Management Information Systems (MIS) capabilities.

F. Statements of Cooperation

If, in the design of the proposal, more than one agency/business will be providing services, the vendor must identify if the other party (ies) will be a partner or a subcontractor and submit a Partnership or Subcontractor Statement. These are **NOT** letters of support.

A. Partnership Agreement (If applicable)

If the program is designed as a partnership, the proposal will not be reviewed or considered for funding unless it is accompanied by a Partnership Agreement signed by an authorized representative of the partner organization that verifies the partnership and includes the following:

- Outline of the relationship between the partners
- Clear definition of the role that each partner will assume in the implementation of the project
- Name and contact number of the authorized representative in order to confirm the details of the relationship

B. Subcontract Agreement (If applicable)

If the provider plans to have a subcontractor, the proposal will not be reviewed or considered for funding unless it is accompanied by a Subcontractor Agreement signed by an authorized representative of the subcontractor that verifies the relationship. The statement should include the following:

- Outline of the relationship between the provider and the subcontractor
- Clear definition of the role that each vendor will assume in the implementation of the project
- Name and contact number of the authorized representative in order to confirm the details of the relationship
- All subcontractors must be approved by MCDJFS and will be held to the same contract standards as the Provider

5.3 Section 3 Scope of Service

Provide a detailed description of the Scope of Services to be provided. Include a statement describing how Provider resources and experiences will support this project/program. The Provider should also clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP (Please complete Exhibit 1).

5.4 Section 4 Provider References

The Provider must list at least two (2) references for which products/services were sold/provided similar in nature and functionality to those requested by MCDJFS. Each reference must be accompanied by:

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

If references cannot be provided, explain why.

5.5 Section 5 Personnel Qualifications

For key personnel who will be working on the project/program, please submit resumes with the following:

- Proposed role
- Industry certification(s)
- Work history
- Personal reference (company name, contact name and phone number, scope and duration of project/program)

5.6 Section 6 Distinguishing Characteristics

Providers are encouraged to identify their package or service's distinguishing characteristics. These characteristics may be beyond the scope of this project/program if the Provider deems they would provide value to the long-term goals of MCDJFS.

5.7 Section 7 Costs of the Proposed Services

- A. Total cost of the project/program is a key factor in the evaluation of the proposals. Specify the cost for the various parts of the project/program. Cost must be broken down by type of work as well as qualifications of staff, i.e., senior project/program manager vs. lower level position. Total project/program cost must be listed on the Cover Sheet (Please complete Exhibit 2).
- B. Provider must provide a detailed narrative that demonstrates how costs are related to the service presented in the proposal.

- C. **“Unallowable”** project/program costs include bad debt, bonding costs, contingencies, contributions or donations, entertainment costs, costs of alcoholic beverages, goods or services for personal use, fines, penalties and mis-charging costs, gains and losses on disposition or impairment of depreciable or capital assets, interest and other financial costs, losses on other contracts, organization costs, costs related to legal and other proceedings, goodwill, asset valuations resulting from business combinations, and legislative lobbying costs.

If a Provider believes that some of the “unallowable” costs listed above would be an appropriate expense for this project/program, Provider must explain the reasoning in detail and submit the justification. MCDJFS reserves the right to determine if the cost(s) will be allowable or unallowable for this project/program.

- D. Provider costs must be in compliance with applicable OMB circular(s), which can be found at <http://www.whitehouse.gov/omb/circulars/index.html>.

5.8 Section 8 Unit of Service Cost

Provider must indicate how they arrived at their Unit of Service Cost (Please complete Exhibit 2).

Exhibit 1

Scope of Service

Provider will...

Exhibit 2

Provider Budget FY 2009

Provider:

Program:

1. Staff	Estimated Amount
A. Salaries	\$ -
B. Payroll-Related Expenses	\$ -
Total Staff Costs	\$ -
2. Operations	
A. Travel and Seminars/Conferences/Training	\$ -
B. Consumable Supplies	\$ -
C. Occupancy Costs	\$ -
D. Contract and Professional Services	\$ -
E. Other - Miscellaneous	\$ -
Total Operational Costs	\$ -
3. Equipment	
A. Equipment Subject to Depreciation	\$ -
B. Small Equipment Purchases	\$ -
C. Leased and Rented Equipment	\$ -
Total Equipment Costs	\$ -
Sub-Total of All Costs	\$ -
4. Minus: Fees Collected by Provider	
Total Program Costs	\$ -

1. A. Salaries

Position Title	Number of Positions Requested	Annual Salary	Percent of Time to Program	July 2008 - June 2009
				\$ -
				\$ -
				\$ -
Total Reimbursable Salaries				\$ -

1. B. Payroll-Related Expenses

PERS or Social Security	\$ -
Worker's Compensation	\$ -
Medicare	\$ -
Hospitalization Insurance Premium	\$ -
Life Insurance	\$ -
Total Payroll-Related Expenses	\$ -

2. A. Travel and Seminars/Conferences/Training

Mileage Reimbursement	\$ -
Seminars/Conferences/Training	\$ -
Total Travel and Seminars/Conferences/Training	\$ -

2. B. Consumable Supplies

Office Supplies	\$ -
Cleaning Supplies	\$ -
Total Consumable Supplies	\$ -

2. C. Occupancy Costs

Rental @ \$_____ per square foot or	\$ -
\$_____ per month	\$ -
Usage allowance/depreciation@____% Rate of original acquisition cost of \$_____ by Program Square Footage Percentage (Program Square Footage _____ divided by Provider Square Footage _____ = _____%)	
Maintenance and Repairs	
Utilities: (if not included in rent)	
Heat and Light	\$ -
Telephone	\$ -
Water	\$ -
Total Occupancy Costs	\$ -

2. D. Contract & Professional Services - Counseling, System Support, etc.

	\$ -
	\$ -
Total Contract & Professional Services Costs	\$ -

2. E. Other - Miscellaneous

Dues	\$ -
Other:	\$ -
Total Miscellaneous Costs	\$ -

3. A. Equipment Subject to Depreciation

Item	Quantity	
		\$ -
Total Equipment Depreciation Costs		\$ -

3. B. Small Equipment Purchases (Equipment costing under \$25,000)

Item	Quantity	
		\$ -
Total Small Equipment Purchases		\$ -

3. C. Leased and Rented Equipment

Item	Model and Year	Quantity	Leased and Rental Equipment Charge	
				\$ -
Total Leased and Rented Equipment				\$ -

Budget Computation:

FY 2009

Total Program Costs	\$	-
Total Number of Units		
Budgeted Unit Rate		#DIV/0!
100% Contract Value	\$	-

Exhibit 3

Performance Outcomes

Service to be Provided: Provider will offer....

Performance Goal – Percentage (%) of clients who participate in the program will...

Performance Targets –

- A.** Percentage (%) of clients will...
 - 1.**
 - 2.**
 - 3.**

- B.** Percentage (%) of clients will...
 - 1.**
 - 2.**
 - 3.**

- C.** Percentage (%) of clients will...
 - 1.**
 - 2.**
 - 3.**

Note: Exhibit 3 may be modified in the number of services offered and/or in the performance targets or bullets under each; however, please maintain the same format when submitting Exhibit 3 for MCDJFS tracking purposes.



COUNTY ADVISORY BULLETIN

CAB

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2007-03

September 2007

HOUSE BILL 119 OF THE 127TH GENERAL ASSEMBLY AMENDED HOUSE BILL 694 OF THE 126TH GENERAL ASSEMBLY, WHICH LIMITS POLITICAL CONTRIBUTIONS BY INDIVIDUALS, OWNERS OF BUSINESSES, AND CERTAIN FAMILY MEMBERS OF THOSE OWNERS THAT ARE SEEKING OR HAVE BEEN AWARDED PUBLIC CONTRACTS

Revised Code sections affected: 109.96 and 3517.093, both newly enacted, and 3517.13 and 3517.992, both amended

Effective date for amendments made in H.B. 119 (budget bill): September 28, 2007, with some exceptions noted

Effective date for H.B. 694: April 4, 2007

NOTICE

This County Advisory Bulletin is an updated version of Bulletin 01 issued in May 2007. Please note that the changes made in H.B. 199 are italicized for emphasis.

ACT SUMMARY

H.B. 694 expands the political contribution limits under prior law to prohibit a *political subdivision, including a board of county commissioners, from awarding a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year* to an individual or organization that makes a political contribution in excess of amounts designated in the act. The act's contribution limits are as follows: (1) \$1,000 for an (a) individual, (b) partner or owner of the partnership or other unincorporated business, (c) owner of more than 20% of a corporation or business trust, (d) shareholder of an association, (e) administrator or executor of an estate, (f) trustee of a trust, or (g) spouse or child of any of the above persons, and (2) \$2,000 for (a) a political action committee (hereafter "PAC") affiliated with a partnership, unincorporated business, corporation, or business trust or, (b) generally, total contributions from any of the above listed persons, including a PAC.

Under the act, this prohibition applies for any contributions in excess of the above described limits for *24 months* prior to the date the contract is awarded. If a board of county commissioners contracts with an individual or organization, the individual organization cannot make political contributions in excess of the contribution limits described above to any of the commissioners during the life of the contract and for one year following the conclusion of the contract.

SECTIONS OF BULLETIN

1. What is the law's general prohibition?
2. Which public officers are subject to the law?
3. What are the contribution limitations and which vendors are subject to the law?
4. What constitutes a contract?
5. Does it matter when a political contribution was made?
6. For what amount of time do the contribution limits apply?
7. How do public officers comply with the law?
8. How do H.B. 694 and H.B. 119 treat existing goods and services contracts *with a cost aggregating more than \$10,000 in a calendar year*?
9. What are the penalties for violating the law?

1. What is the law's general prohibition?

Any of the public officers described below are prohibited from contracting for the purchase of goods or services *with a cost aggregating more than \$10,000 in a calendar year* (hereafter "public contracts") with any of the vendors described below if the vendor makes one or more contributions to the officer or the officer's campaign committee in excess of the contribution limits described below.

Additionally, if any of the public officers described below contract with any of the vendors described below, that vendor is prohibited from making one or more contributions to the officer or the officer's campaign committee in excess of the contribution limitations described below during the life of the public contract and for one year after the contract concludes.

2. Which public officers are subject to the new law?

Public contracts for which any of the following public officers have ultimate responsibility for the award of the contract are subject to the law's requirements and prohibitions: (1)

agencies or departments of the state, (2) political subdivisions of the state, (3) boards of county commissioners, (4) boards of township trustees, (5) municipal legislative authorities, (6) boards of education, (7) other boards, commissions, committees, authorities, councils, boards of trustees, task forces, and other such entities created by law, (8) and the Governor, the chief executive officer of a county operating under an alternative form of government or county charter, or the chief executive officer of a municipal corporation for contracts awarded by a board, commission, committee, authority, council, board of trustees, task force, or other entity appointed by the Governor or chief executive officer, respectively. (R.C. 3517.13(K) and (M).)

Law unchanged by H.B. 694 and H.B. 119 specifies that holders of a public office (hereafter “public officers”) are officers of any state, county, municipal, township, or district office, except an office of a political party, that is filled by an election and the office of a United States senator or representative. (R.C. 3517.01(B)(9).)¹ Thus, members of local boards and commissions who are not elected are not subject to H.B. 694. However, if those members are appointed by another authority that is “ultimately responsible” for the contracts they award, then that appointing officer becomes the public officer ultimately responsible for the award of the contract and thus that appointing officer is subject to H.B. 694.

3. What are the contribution limitations and which vendors are subject to the law?

Any one of the following vendors are subject to the law’s requirements and prohibitions if that one vendor makes one or more political contributions to a public officer or the officer’s campaign committee totaling in excess of \$1,000: (1) an individual, (2) any partner or owner of a partnership or other unincorporated business, (3) an owner of more than 20% of a corporation or business trust, (4) any shareholder of an association, (5) any administrator of an estate, (6) any executor of an estate, (7) any trustee of a trust, (8) a spouse of any of the above described persons, or (9) a child age 7 through 17 of any of the above described persons. (R.C. 3517.13(I)(1)(a), (I)(2)(a), (J)(1)(a), and (J)(2)(a).)

Any combination of contributions from the following vendors are subject to the law’s requirements and prohibitions if that combination of political contributions to a public officer or the officer’s campaign committee totals in excess of \$2,000: (1) an individual, (2) any partner or owner of a partnership or other unincorporated business, (3) any shareholder of an association, (4) any administrator of an estate, (5) any executor of an estate, (6) any trustee of a trust, (7) a spouse of any of the above described persons, (8) a child age 7 through 17 of any of the above described persons, or (9) any PAC that is affiliated with a partnership or other unincorporated business, association, estate, or trust. (R.C. 3517.13(I)(1)(b), (2)(b), and (4).)

¹ Within this bulletin, the term “public officer” was used to make the bulletin easier to read. However, the term actually used in the Revised Code is “holder of a public office.” The Revised Code defines “public office” to mean all of the elected offices described above.

Any combination of contributions from the following vendors are subject to the law's requirements and prohibitions if that combination of political contributions to a public officer or the officer's campaign committee totals in excess of \$2,000: (1) an owner of more than 20% of a corporation or business trust, (2) a spouse of an owner described above, (3) a child age 7 through 17 of an owner described above, or (4) a PAC that is affiliated with a corporation or business trust. (R.C. 3517.13(J)(1)(b), (2)(b), and (4).)

These contribution limitations apply not only when a person holds a public office, but also when that person is a candidate for that office. A person becomes a candidate for a public office by filing a declaration of candidacy, a declaration of intent to be a write-in candidate, or a nominating petition, through party nomination at a primary election, or by filling a vacancy under existing law. (R.C. 3517.13(N)(1).)

For purposes of this law, a PAC is affiliated with an organization if the PAC received, as reported on its most recent campaign finance statement, more than 50% of its contributions from *any combination of the following persons*: (1) partner or owner of a partnership or other unincorporated business, (2) owner of more than 20% of a corporation or business trust, (3) shareholder of an association, (4) administrator or executor of an estate, or (5) trustee of a trust. *H.B. 119 added a provision that a federal PAC that is registered with the Secretary of State is a PAC under Ohio's law. Thus, a federal PAC also could be considered an affiliated PAC if it meets the above criteria.* (R.C. 3517.13(L)(2).)

4. What constitutes a contract?

H.B. 694 specifically repeals the provision in prior law that exempted competitively bid contracts from these political contribution restrictions. Consequently, the law is intended to encompass all bid and unbid contracts for goods or services *with a cost aggregating more than \$10,000 in a calendar year. However, when the threshold was raised from \$500 to \$10,000, the Conference Committee added the word "aggregate" to the language. The new law prohibits a political subdivision from entering into any goods or services contract "with a cost aggregating more than \$10,000 in a calendar year." This new term has caused uncertainty. According to those in the House and Senate who added the changes, the term "aggregate" was intended to aggregate all contracts a political subdivision awards to a single vendor in a calendar year, regardless of whether the contracts are (1) related to one another or (2) awarded by different local entities within a political subdivision. Some experts argue, though, that the language in the budget does not accomplish this intent. Those individuals contend that "aggregate" applies only to the cost of one contract. Thus, if a single contract exceeds \$10,000, then the contract is subject to the law. Under this scenario, contracts for which multiple payments are made would be aggregated, but separate contracts for separate purchases made from the same vendor in a calendar year would not be aggregated.*

While *H.B. 694 and H.B. 119* do not define or further specify what types of agreements or purchases made by a public officer are subject to the law's provisions, *H.B. 119 requires the Secretary of State to adopt rules that determine what constitutes a contract*

for the purchase of goods or services. While we are grateful that the Secretary now has this express authority, we also requested that she have the authority to adopt rules determining who is “the holder of public office having ultimate responsibility for the award of the contract.” We are unsure whether this language permits the Secretary to adopt such rules, though legislative individuals have expressed an expectation that this concept be included in the rule. Until the Secretary adopts rules pursuant to H.B. 119, CCAO recommends that a public officer consider all types of purchases for goods or services with a cost aggregating more than \$10,000 in a calendar year subject to the law’s provisions. Thus, a contract could include such agreements as purchase orders, direct vouchers, and any other contracts with a cost aggregating more than \$10,000 in a calendar year. (R.C. 3517.13(I), (J), and (L)(1)(c).)

5. Does it matter when a political contribution was made?

H.B. 694 and H.B. 119 specify that a public officer is prohibited from awarding a public contract if any of the vendors described above made one or more contributions totaling in excess of the limitations described above within 24 months preceding the award of the contract. (R.C. 3517.13(I)(1), (I)(4)(a), (J)(1), and (J)(4)(a).)

H.B. 694 includes a provision that exempts contributions made prior to January 1, 2007; however, under H.B. 694, this exemption apparently applied only to state contracts. The act contained no provision that specifically exempted contributions made before the effective date of the new law for county contracts. After the passage of H.B. 694, the AFL-CIO, along with the Franklin County commissioners, sued the state alleging that H.B. 694 violated many different facets of law. One of the allegations was that the look back period for local contracts was unconstitutionally retroactive. Judge Bender, the judge presiding over the cases, ruled that contributions made before the law’s effective date, which was April 4, 2007, may not be considered. Likely in response to this decision, the legislature changed H.B. 694 to specify that contributions made before April 4, 2007, were not applicable under the new law. Thus, any contributions made to a public officer, an officer’s campaign committee, or to a person who is a candidate for a public office in excess of the above limitations after April 4, 2007, are subject to the new law. This change from H.B. 119 was given immediate effect, and thus became effective on June 30, 2007. (Section 3 of H.B. 694; Sections 631.04, 631.05, and 631.06 of H.B. 119.)

However, law unchanged by either act specifies that the contribution limitations do not apply to contributions a partner, shareholder, administrator, executor, trustee, or owner of more than 20% of a corporation or business trust made before the person held any of those positions. Similarly, the law does not apply to contributions the spouse of one of the above listed persons made before the person held that position. (R.C. 3517.13(N)(2).)

6. For what amount of time do the contribution limits apply?

The law prohibits a vendor described above from making one or more contributions totaling in excess of the limitations described above to a public officer during the life of the public contract and for one year following the conclusion of that contract. (R.C. 3517.13(I)(2), (I)(4)(b), (J)(2), and (J)(4)(b).)

7. How do public officers comply with the law?

A public officer must not violate the prohibitions described above. A public officer must not award a public contract to a vendor that has made a contribution as described above and must not accept a contribution in excess of the limits described above from a vendor with which the public officer has a current public contract or had a contract expire within the past year.

Before entering into a public contract, H.B. 694 requires a public officer to obtain certification from the vendor (either an individual or organization) that the individual or all persons responsible for the organization, the individual's or responsible persons' spouses and children age 7 to 17, and any affiliated PACs are in compliance with H.B. 694. *H.B. 119 amended this certification requirement so that a political subdivision need only obtain a certification from a vendor once a calendar year instead of for each contract. A political subdivision continues to have the option of obtaining a certification for each contract, but is no longer required to do so.* The act does not specify what type of certification a public officer must obtain; however, attached and below are samples of a form and language a county may use to satisfy the certification requirements of the law. (R.C. 3517.13(I)(3) and (J)(3).)

First, a county may use the attached affidavit to certify that a vendor with which the county is contracting is at the time of the public contract and will throughout the duration of the contract *and the calendar year* comply with the law. We suggest requiring the affidavit for both bid and unbid public contracts into which the county enters.

Second, a county may add the following language to purchase orders stipulating that one of the terms and conditions of fulfilling the purchase order is that the vendor comply with the law:

"If this is a contract for goods or services with a cost aggregating more than \$10,000 in a calendar year, the vendor hereby certifies that all persons identified in Ohio Revised Code sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code sections 3517.13(I) or 3517.13(J), as applicable."

Finally, below is language a county may send out with bid packets for competitively bid public contracts (contracts that exceed \$25,000). This language will alert the vendor submitting a bid that failure to complete the affidavit, described above and enclosed, along with the rest of the bid materials, will disqualify the vendor's bid.

“Ohio Revised Code sections 3517.13 (I)(3) and 3517.13(J)(3) require that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year with a corporation, individual, partnership, or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust unless the agency, department, or political subdivision obtains for a calendar year, or the contract includes, a certification that the individuals named in Revised Code sections 3517.13(I)(1) and 3517.13(J)(1) are in compliance with the aforementioned provisions. The offeror is required to complete the affidavit contained in **Appendix A - Exhibit 5** of the proposal/bid. **Failure to submit the required form with the proposal/bid packet will deem the offeror’s response to be non-responsive and disqualified from receiving further consideration.**”

The language and form described above are samples of language and a form that will allow a county to comply with the new law. However, because of the broad reach of the language in the law, a county may be able to comply with the law’s provisions using alternative language or forms. Additionally, the suggested language and affidavit may not be suitable for all types of contracts and may need to be altered to fit each situation. A county may alter the language and form described above if the altered language and form also comply with H.B. 694.

8. How do H.B. 694 and H.B. 119 treat existing goods and services contracts *with a cost aggregating more than \$10,000 in a calendar year*?

H.B. 694 (as unchanged by H.B. 119) stipulates that for any public contracts not yet concluded at the time of the effective date of the act, which was April 4, 2007, the prohibitions on vendors making contributions in excess of the limitations during the life of the public contract and for one year following the conclusion of the public contract apply beginning on April 4. Thus, existing public contracts are treated as newly awarded public contracts under the act. (Section 4 of H.B. 694.)

However, H.B. 694 and H.B. 119 do not require a public officer to obtain certification for existing public contracts. Thus, the certification requirement described above applies only to new public contracts. (Section 4 of H.B. 694.)

9. What are the penalties for violating the law?

If a public officer awards a public contract in violation of the above described prohibitions, the officer is subject to a fine of not more than \$1,000 and the public contract must be rescinded if its terms have not yet been performed. (R.C. 3517.992(R)(1).)

If a vendor, including a PAC affiliated with the vendor, makes contributions to a public officer in violation of the above described prohibitions, the vendor is subject to a fine equal to three times the amount contributed in excess of the amount permitted to be

contributed. For example, if an individual vendor contributes \$3,000 to a public officer in violation of the act, the vendor would be subject to a \$6,000 fine (\$2,000 times three). Additionally, if a vendor makes such a contribution, any public contract that makes the vendor subject to the provisions of H.B. 694 may be rescinded at the discretion of the Ohio Elections Commission. (R.C. 3517.992(R)(2).)

If a vendor, including a PAC, knowingly makes a false statement on a certification a public officer is required to obtain from the vendor, as described above, the vendor is guilty of a fifth degree felony and the public contract that includes the false certification must be rescinded. (R.C. 3517.992(R)(3).)

The act does not specify a penalty for a public officer failing to obtain a certification as required under the new law. However, the public officer may be subject to general civil liability for violating a statutory provision.

However, H.B. 119 added a safe harbor provision to these penalties. The budget bill prohibits imposing a fine or rescinding a contract if a political contribution is made in violation of the law if both of the following conditions are met: (1) the contribution is made after the contract is awarded, and (2) the contribution is fully refunded within either of the following: (a) five business days after the contribution is accepted, or (b) ten business days after the public official knows of the unlawful contribution or the local board of elections notifies the public official of the unlawful contribution, whichever is earlier. (R.C. 3517.992(R)(4).)

ACKNOWLEDGEMENTS AND CONTACT INFORMATION

CCAO thanks all of the following individuals who assisted in preparing this County Advisory Bulletin: Karl Kuespert, Franklin County Purchasing Director; Maria J. Armstrong, Bricker & Eckler LLP; Philip C. Richter, Executive Director, Ohio Elections Commission.

The information and recommendations contained in this bulletin are based on H.B. 694 and H.B. 119 as enacted. However, several court and Ohio Elections Commission opinions are pending, any of which could change the prohibitions and requirements explained above. Please contact the individuals at CCAO listed below or your county prosecutors for up-to-date information concerning these acts.

CCAO recognizes that this law is very complex, difficult to understand, and often times ambiguous. Because of this complexity and ambiguity, many questions arise concerning the law's practical implementation. The questions addressed above are some of the most frequently asked questions; however, we recognize that many other questions exist. We encourage you to discuss any questions you have with your county prosecutor's office. Any errors or omissions made in this bulletin are the sole responsibility of CCAO.

For more information on H.B. 694 or how H.B. 694 was amended by H.B. 119, contact Brad Cole at (614) 220-7981 or bcole@ccao.org, or Beth Tsvetkoff at (614) 220-7996 or btsvetkoff@ccao.org.

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

STATE OF OHIO

COUNTY OF _____ SS:

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 _____, 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 _____ County Board of 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 _____ County Board of 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: _____

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol

- * DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE 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 Web site for 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.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) 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.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 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? Yes No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 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? Yes No
- 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? Yes No

In the event of a denial of a government contract or government funding 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 Web site.

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. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

APPLICANT SIGNATURE

DATE

Exhibit 6

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 has submitted a bid to the Board of Mahoning County Commissioners on behalf of the Department of Job and Family Services to provide Social Services.
2. That, at the time that the aforesaid bid was submitted, 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 _____, 2008.

Signature of Notary Public

A Notary Public in and for said County and State.

My Commission expires _____.

[S E A L]

(a) Code of Federal Regulations 29 Part 98

PART 98_GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)—Table of Contents

Subpart I_Definitions

Sec. 98.950 Excluded Parties List System

Excluded Parties List System (EPLS) means the list maintained and disseminated by the General Services Administration (GSA) containing the names and other information about persons who are ineligible. The EPLS system includes the printed version entitled, "List of Parties Excluded or Disqualified from Federal Procurement and

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Nonprocurement Programs," so long as published.

(b) Ohio Revised Code 121.23 No award of contract to person found in contempt for failure to correct an unfair labor practice.

(A) The secretary of state shall establish and maintain a list of all persons against whom more than one final, unappealable finding of contempt of court by a federal court or court of appeals has been issued and has remained uncorrected by the court within the immediately preceding two-year period after the listing of the finding by the secretary of state for failure to correct an unfair labor practice prohibited by the "National Labor Relations Act," 49 Stat. 452 (1935), 29 U.S.C. 158. The list shall be updated on the first day of each month. The secretary of state shall, within ten days after a person's name is added to the list pursuant to this division, issue written notice to such person stating that the person's name has been placed on the list pursuant to this division and setting forth the specific contempt finding of the court upon which the secretary of state based his determination. Any person who receives such notice may file an application with the secretary of state to have the person's name removed from the list. Upon receiving such application, the secretary of state shall conduct a hearing pursuant to Chapter 119. of the Revised Code and afford the applicant the opportunity to present evidence and arguments in support of the application. If after such hearing the secretary of state determines that the person's name was improperly included on the list or that the finding of contempt of court has been corrected by the court, the secretary of state shall immediately remove the person's name from the list.

(B) No department, office, institution, board, commission, or other state agency shall award a public improvement, service, or supply contract or subcontract to any person whose name appears on the most recent list established pursuant to this section and who has received written notice as provided in division (A) of this section.

(C) No person holding a public improvement, service, or supply contract with a state agency shall enter into any subcontract associated with this contract with a person whose name appears on the most recent list established pursuant to this section and who has received written notice as provided in division (A) of this section.

(D) During an emergency situation, a department, office, institution, board, commission, or other state agency may award a contract or subcontract to a person whose name appears on the list if the listed person is the sole source of supply for the goods or services needed by the state agency.

Effective Date: 01-15-1981

(c) Ohio Revised Code 9.24 9.24 Unresolved finding for recovery as prohibition against award of contract; database of persons against whom unresolved finding for recovery has been issued

(A) Except as may be allowed under division (F) of this section, no state agency and no political subdivision shall award a contract as described in division (G)(1) of this section for goods, services, or construction, paid for in whole or in part with state funds, to a person against whom a finding for recovery has been issued by

the auditor of state on and after January 1, 2001, if the finding for recovery is unresolved.

A contract is considered to be awarded when it is entered into or executed, irrespective of whether the parties to the contract have exchanged any money.

(B) For purposes of this section, a finding for recovery is unresolved unless one of the following criteria applies:

(1) The money identified in the finding for recovery is paid in full to the state agency or political subdivision to whom the money was owed;

(2) The debtor has entered into a repayment plan that is approved by the attorney general and the state agency or political subdivision to whom the money identified in the finding for recovery is owed. A repayment plan may include a provision permitting a state agency or political subdivision to withhold payment to a debtor for goods, services, or construction provided to or for the state agency or political subdivision pursuant to a contract that is entered into with the debtor after the date the finding for recovery was issued.

(3) The attorney general waives a repayment plan described in division (B)(2) of this section for good cause;

(4) The debtor and state agency or political subdivision to whom the money identified in the finding for recovery is owed have agreed to a payment plan established through an enforceable settlement agreement.

(5) The state agency or political subdivision desiring to enter into a contract with a debtor certifies, and the attorney general concurs, that all of the following are true:

(a) Essential services the state agency or political subdivision is seeking to obtain from the debtor cannot be provided by any other person besides the debtor;

(b) Awarding a contract to the debtor for the essential services described in division (B)(5)(a) of this section is in the best interest of the state;

(c) Good faith efforts have been made to collect the money identified in the finding of recovery.

(6) The debtor has commenced an action to contest the finding for recovery and a final determination on the action has not yet been reached.

(C) The attorney general shall submit an initial report to the auditor of state, not later than December 1, 2003, indicating the status of collection for all findings for recovery issued by the auditor of state for calendar years 2001, 2002, and 2003. Beginning on January 1, 2004, the attorney general shall submit to the auditor of state, on the first day of every January, April, July, and October, a list of all findings for recovery that have been resolved in accordance with division (B) of this section during the calendar quarter preceding the submission of the list and a description of the means of resolution. The attorney general shall notify the auditor of state when a judgment is issued against an entity described in division (F)(1) of this section.

(D) The auditor of state shall maintain a database, accessible to the public, listing persons against whom an unresolved finding for recovery has been issued, and the amount of the money identified in the unresolved finding for recovery. The auditor of state shall have this database operational on or before January 1, 2004. The initial database shall contain the information required under this division for calendar years 2001, 2002, and 2003.

Beginning January 15, 2004, the auditor of state shall update the database by the fifteenth day of every January, April, July, and October to reflect resolved findings for recovery that are reported to the auditor of state by the attorney general on the first day of the same month pursuant to division (C) of this section.

(E) Before awarding a contract as described in division (G)(1) of this section for goods, services, or construction, paid for in whole or in part with state funds, a state agency or political subdivision shall verify that the person to whom the state agency or political subdivision plans to award the contract has no unresolved finding for recovery issued against the person. A state agency or political subdivision shall verify that the person does not appear in the database described in division (D) of this section or shall obtain other proof that the person has no unresolved finding for recovery issued against the person.

(F) The prohibition of division (A) of this section and the requirement of division (E) of this section do not apply with respect to the companies or agreements described in divisions (F)(1) and (2) of this section, or in the circumstance described in division (F)(3) of this section.

(1) A bonding company or a company authorized to transact the business of insurance in this state, a self-insurance pool, joint self-insurance pool, risk management program, or joint risk management program, unless a court has entered a final judgment against the company and the company has not yet satisfied the final judgment.

(2) To medicaid provider agreements under Chapter 5111. of the Revised Code or payments or provider agreements under disability assistance medical assistance established under Chapter 5115. of the Revised Code.

(3) When federal law dictates that a specified entity provide the goods, services, or construction for which a contract is being awarded, regardless of whether that entity would otherwise be prohibited from entering into the contract pursuant to this section.

(G)(1) This section applies only to contracts for goods, services, or construction that satisfy the criteria in either division (G)(1)(a) or (b) of this section. This section may apply to contracts for goods, services, or construction that satisfy the criteria in division (G)(1)(c) of this section, provided that the contracts also satisfy the criteria in either division (G)(1)(a) or (b) of this section.

(a) The cost for the goods, services, or construction provided under the contract is estimated to exceed twenty-five thousand dollars.

(b) The aggregate cost for the goods, services, or construction provided under multiple contracts entered into by the particular state agency and a single person or the particular political subdivision and a single person within the fiscal year preceding the fiscal year within which a contract is being entered into by that same state agency and the same single person or the same political subdivision and the same single person, exceeded fifty thousand dollars.

(c) The contract is a renewal of a contract previously entered into and renewed pursuant to that preceding contract.

(2) This section does not apply to employment contracts.

(H) As used in this section:

(1) "State agency" has the same meaning as in [section 9.66 of the Revised Code](#).

(2) "Political subdivision" means a political subdivision as defined in [section 9.82 of the Revised Code](#) that has received more than fifty thousand dollars of state money in the current fiscal year or the preceding fiscal year.

(3) "Finding for recovery" means a determination issued by the auditor of state, contained in a report the auditor of state gives to the attorney general pursuant to [section 117.28 of the Revised Code](#), that public money has been illegally expended, public money has been collected but not been accounted for, public money is due but has not been collected, or public property has been converted or misappropriated.

(4) "Debtor" means a person against whom a finding for recovery has been issued.

(5) "Person" means the person named in the finding for recovery.

(6) "State money" does not include funds the state receives from another source and passes through to political subdivision.

Exhibit 7

Delinquent Property Tax Statement

(Ohio Revised Code Section 5719.042)

State of : Ohio

County of: Mahoning

To: Auditor of Mahoning County, Ohio

_____ 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 for _____.
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.

Date

Signature of Affiant

Name of Business

Business Address

Sworn to before me and subscribed in my presence this _____ day of _____, 2008.

Signature of Notary Public

A Notary Public in and for said County and State.

My Commission expires _____.

[S E A L]

Ohio Revised Code

Sec. 5719.042

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

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.

Attachment 1

**Letter of Intent to Submit a Response to a
Request For Proposal**

Mahoning County Department of Job and Family Services
345 Oak Hill Avenue
P.O. Box 600
Youngstown, Ohio 44501-0600
Fax: 330.740.2617

PLEASE PRINT CLEARLY OR TYPE

To: Lori A. Murphy, Performance Management Administrator

From: Director/President/CEO: _____

Phone: _____

E-mail Address: _____

Re: Letter of Intent for **SERVICES FOR MCDJFS PREVENTION, RETENTION AND
CONTINGENCY PROGRAM (PRC) AND OHIO WORKS FIRST (OWF)**

_____ intends
(Agency/Business)

to submit a proposal in response to the Request for Proposal for service . Please direct all
correspondence to the contact person listed below.

Name: _____ Title: _____

Address: _____ Apt/Ste/FI: _____

City: _____ State: _____

Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Submission of this from by 3:00 PM on the day of the Bidders' Conference will ensure your
inclusion in the notice list for correspondence regarding addenda to or clarification of this RFP.
After the Bidders' Conference, all subsequent questions and answers will be forwarded upon
receipt of the Letter of Intent. Failure to submit a Letter of intent will result in the provider's
exclusion from this list, which will result in missing notification of significant information regarding
this process.

(Signature)

(Date)

(Agency)

(Title)