

**REQUEST FOR PROPOSALS  
(RFP)**

**for**

**Coordination and Implementation of Programs to Educate, Recruit, and Advocate for Families to Foster and/or Adopt or Otherwise Support Children of Color in the Child Welfare System using the One Church, One Child Program Model**

**Issued by:**

**Mahoning County Children Services Board (MCCSB)**

**222 W. Federal Street  
Fourth Floor  
Youngstown, OH 44503**

**(January 2023)**

# Table of Contents

<b>1.0</b>	<b>General Overview .....</b>	<b>3</b>
1.1	Introduction & Purpose of the Request for Proposals .....	3
1.2	Project Schedule .....	3
1.3	MCCSB Contact Person .....	3
1.4	Potential Contractor Disclosures .....	4
1.5	Availability of Funds.....	4
1.6	Conflict of Interest.....	4
<b>2.0</b>	<b>Submission of RFP Response .....</b>	<b>4</b>
2.1	Preparation of RFP Response .....	5
2.2	RFP Response Cost .....	5
2.3	False or Misleading Statements .....	5
2.4	Potential Contractor Representative(s) Signature.....	5
2.5	Delivery of RFP Response .....	5
2.6	Acceptance & Rejection of RFP Response .....	5
2.7	Award of Contract .....	6
<b>3.0</b>	<b>Terms and Conditions .....</b>	<b>6</b>
3.1	Type of Contract .....	6
3.2	Contract Period, Invoicing & Cost of Services .....	7
3.3	Potential Contractor Certification Process. ....	7
3.4	Confidentiality and Security. ....	7
3.5	Delinquent Property Tax Statement.....	7
<b>4.0</b>	<b>Requirements and Specifications.....</b>	<b>8</b>
4.1	Project Overview(s) .....	8
4.2	Scope of Service ... ..	8
<b>5.0</b>	<b>RFP Response Format.....</b>	<b>10</b>
5.1	Section 1 Cover Sheet.....	10
5.2	Section 2 Executive Summary.....	10
5.3	Section 3 Scope of Service.....	12
5.4	Section 4 Potential Contractor References.....	12
5.5	Section 5 Personnel Qualifications.....	12
<b>Appendix.....</b>		<b>13</b>
I	Affidavit of Personal Property Taxes .....	13
II	Affidavit in Compliance with ORC 3517.13.....	15
III	Debarment Affidavit.....	16
IV	Declaration regarding Material Assistance.....	17

# Request For Proposals (RFP)

## One Church, One Child Services

### MCCSB Mission Statement

Mahoning County Children Services, in partnership with the community, is committed to being the leader in protecting children while helping to preserve families.

### 1.0 General Overview

#### 1.1 Introduction & Purpose of the Request for RFP Responses

Per Ohio Revised Code (ORC) section 5153.16(A)(4), the Mahoning County Children Services Board (hereinafter, "MCCSB" or the "Agency"), a public children services agency, shall provide such care as the public children services agency considers to be in the best interests of any child adjudicated to be an abused, neglected, or dependent child the agency finds to be in need of public care or service, including providing foster and adoptive services. MCCSB 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	January 16, 2023
Deadline for RFP Responses	March 1, 2023 - 3:00 pm

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

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

**Randall B. Muth**  
Executive director  
MCCSB  
222 W Federal Street  
Youngstown, Ohio 44503  
Phone: 330.941-8702  
Fax: 330.941-8787  
E-mail: [Randall.Muth@jfs.ohio.gov](mailto:Randall.Muth@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 MCCSB with both the question and the answer disseminated to all who have inquired about the RFP. **MCCSB 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. MCCSB will notify the Potential Contractor at the earliest possible time if this occurs. MCCSB 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, MCCSB 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 MCCSB 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 MCCSB to violate any procurement policies of MCCSB, 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 MCCSB. 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. MCCSB 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 MCCSB 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 MCCSB and will be returned at the option of MCCSB, 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 MCCSB such information was intended to mislead MCCSB 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 MCCSB. 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 Children Services Board, attn: Randall B. Muth, 222 W Federal Street, Youngstown, Ohio, 44503. 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, MCCSB reserves the right to request additional information (or respond to inquiries for clarification purposes only).**

## **2.6 Acceptance & Rejection of RFP Response**

MCCSB 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. MCCSB 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 MCCSB 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 MCCSB may or may not request additional information.

If the RFP Response meets the minimum requirements as set forth in Section 4.2 and the Potential Contractor asserts that it can provide the service for the cost proposed, MCCSB will include the RFP in the selection 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 MCCSB staff. At any time during the review and at any level of the review MCCSB may request additional information from the Potential Contractor. Such information requests by MCCSB 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 and Invoicing**

A contract will be written with an effective date to occur as soon as administrative practicable after the award and ending no later than one year after the effective date, unless terminated or extended by formal agreement.

MCCSB contracts are based upon reimbursement for services provided. Contract reimbursement is based on reimbursement on a unit cost upon approval of deliverables by MCCSB. Potential Contractors may claim payment only for services in an amount agreed upon by both MCCSB and the Potential Contractor. Potential Contractors will submit invoices for actual services provided. Invoices are to be submitted monthly and must be submitted by the fifth (5<sup>th</sup>) business day following the month preceding. The Potential Contractor will only be paid for services authorized by MCCSB. Reimbursement will be made within forty-five (45) days of receipt of invoices and any required documentation by MCCSB.

### **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 MCCSB 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(s) awarded a contract under this RFP will be entrusted with information subject to the confidentiality provisions of Ohio Revised Code Sections 2151.421, 5101.131 and 5153.17. Those sections require the Potential Contractor to hold such information and data confidential in accordance with those provisions.

The case-specific information disseminated in furtherance of any contract is confidential and is not subject to disclosure pursuant to section 149.43 or 1347.08 of the Revised Code by the person to whom the information was disclosed;

Dissemination of confidential information to anyone other than the Potential Contractor is in violation of section 2151.421 of the Revised Code. Anyone who permits or encourages the unauthorized dissemination of the contents of the information may be found to have violated section 2151.99 of the Revised Code and such a violation is a misdemeanor of the fourth degree.

### **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)**

The One Church One Child (OCOC) practice model was founded in Illinois in 1980 by Father George Clements. It was created to address long-standing gaps in recruitment of adoptive and foster families in the African-American community. The program is based on the idea that it is achievable to find one family in every participating church to adopt one child.

OCOC programs educate, recruit, and advocate for families to foster and/or adopt Children of Color in the child welfare system. One Church One Child works in partnership with state and local social service departments and agencies to recruit potential foster/adoptive families and decrease the amount of time children of color are in foster care waiting for permanent placement.

The relationships built between churches and child welfare agencies are key to the program's success. Experience shows that the most successful OCOC programs are those which are developed within the community that they serve. MCCSB is seeking local individuals to present at community churches and then engage church members to recruit foster/adoptive families. The Proposed Contractor will utilize recognized OCOC program best practices to: (1) familiarize church congregations with the children waiting to be adopted; (2) identify families in each church that are willing to adopt; (3) educate the African-American community about the need for adoptive homes, and; (4) provide and/or coordinate support services to adoptive families and children.

### **4.2 Scope of Service**

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

1. Create a partnership between MCCSB and the African-American Community of Churches in the Mahoning Valley to:
  - a. Address the needs of waiting Children of Color by seeking to recruit at least one or more adoptive and foster family from an individual church congregation
  - b. Leverage the strength of faith-based institutions to enhance the collaborative effectiveness to place Children of Color in permanent homes
  - c. Utilize existing relationships of current MCCSB staff with faith leaders and, where relationships are not present, create them
  - d. Build recognition among the heads of faith institutions that they possess the opportunity and power to make a difference in the lives of children and that they are able to use their influence to reach the masses of faith believers and provide insight on the most effective ways to involve the faith community
  - e. Keep the heads of faith leaders or designated church coordinators informed of OCOC program activities, supply the church with literature and implement recruitment activities at the church

2. Ensure staff sufficient to properly fulfill the goals of the project including, but not limited to:
  - a. Develop and maintain a current directory of the Churches including address, contact information, and primary point of contact
  - b. Target all churches for recruitment of families with the Mahoning Valley.
  - c. Encourage churches to organize and/or engage ministries to support adoptive/foster families.
  - d. Recognize and acknowledge covenant partnerships with churches that actively support OCOC efforts.
  - e. Work in partnership with MCCSB to recruit potential foster/adoptive families using marketing materials to ensure a consistent and cohesive message
  - f. Employ a multiplicity of strategies to recruit families in the Mahoning Valley, including but not limited to church presentations, community presentations and displays at local community events.
  - g. Utilize up-to-date photographs, video, social media platforms that reflect positive images of waiting children.
  - h. Provide displays and information classes on adoption at local religious conferences, conventions, convocations, and congresses.
  - i. Work with the MCCSB Public Information Officer to develop marketing resources with strong promotional materials.
  - j. Work with the MCCSB Public Information Officer to initiate and maintain proactive relations with the local and statewide media.
  - k. Provide consistent follow-up, contact, communications and interactions with families served.
  - l. Support and provide child placements that are culturally sensitive.
  - m. Recognize religious and community leaders and other individuals annually for their contributions to OCOC efforts.
  - n. Identify, recruit, and train local church representatives to serve as liaisons for the recruitment of potential foster/adoptive families in the local church.
  - o. Maintain accurate fiscal accounting, record keeping and reports to MCCSB, community stakeholders and the faith institutions
  - p. Develop and implement needed policies and procedures and to perform monthly invoicing and accounting functions.
  - q. Provide sufficient information to allow MCCSB to fully evaluate the effectiveness of the program and contract.
3. Provide primary information to measure faith-based commitment to the partnership and OCOC program goals by tracking the:

- a. Number of times Potential Contractor make presentations at various churches
  - b. Number of sermons preached on adoption during the year
  - c. Amount of adoption/foster care material distributed at various churches
  - d. Number of recruitment activities sponsored by the various churches
  - e. Number of families recruited by the various churches
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 MCCSB. 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 Potential Contractor owner/manager will identify all related enterprises, and with respect to those businesses the Potential Contractor owner/manager also meets disclosure requirements

Potential Contractor will disclose the following information for the Potential Contractor, each Potential Contractor 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.

### **D. Potential Contractor History**

Provide a brief history of Potential Contractor's organization and the Potential Contractor's knowledge of the MCCSB 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) 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
  - c) All policies shall name MCCSB 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 MCCSB 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 MCCSB. 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**

**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 Mahoning County Children Services Board, a bid to provide One Church, One Child Program Related 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 II**

**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 III**  
**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, MCCSB 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 IV



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.

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? Yes No
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? Yes No
3. 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
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
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? Yes No
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? Yes No

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