



RICHLAND COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

INVITATION TO BID & CONTRACT DOCUMENTS

CONTRACT # **ITB D26 – 1162**

DATE & TIME OF BID OPENING: **FRIDAY, JANUARY 5, 2023 at 9:00 A.M. (EST)**

This Invitation to Bid (ITB) is issued under the provision of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio Law. The laws of the state of Ohio will govern any dispute rising from this ITB and subsequent contract.

**SUMMARY OF BID**

**INCONTINENT CARE  
SUPPLIES**

NAME OF COMPANY: \_\_\_\_\_  
NAME OF OFFICIAL: \_\_\_\_\_  
OFFICIAL SIGNATURE: \_\_\_\_\_  
POSITION/TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

All post-award terms, conditions, and specifications, set forth in this bid document shall become part of the contract documents. Bidders are reminded to return the entire Invitation to Bid with their submission to Richland County Board of Developmental Disabilities, 314 Cleveland Avenue, Mansfield, Ohio 44902.

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RICHLAND COUNTY BOARD OF DD

BID CALENDAR FOR:

INCONTINENT CARE SUPPLIES

CONTRACT # ITB D26 - 1162

DAY	DATE	EVENT
Friday	12/02/22	1st Legal Notice
Friday	12/02/22	Bid packages available in office and/or on website
Friday	12/09/22	2nd Legal Notice
Monday	12/19/22	Pre-Bid Conference and Product Line Demonstration Scheduling at 9:00 a.m.
Wednesday	12/21/22	Mailing of conference minutes
Thursday	01/05/23	Bid Opening at 9:00 a.m.
Friday	01/13/23	Distribution of Finance Committee Packets
Wednesday	01/18/23	Finance Committee Meeting
Wednesday	01/25/23	Board Meeting
Wednesday	02/01/23	Effective date of new contract(s)

## LEGAL NOTICE

### Notice to Bidders

### AD DATES

12/2/22

12/9/22

**The Richland County Board of Developmental Disabilities (RCBDD) will receive sealed bids at the office of Richland Newhope, Administration Building, 314 Cleveland Avenue, Mansfield, Ohio 44902, until 9:00 AM, Ohio Standard Time, on Thursday, January 5, 2023. Bids will be opened and read aloud at the Administration Building at 9:00 AM, Ohio Standard Time. Bids received after that time will not be accepted.**

A pre-bid conference for all interested bidders will be held on Monday, December 19, 2022 at 9:00 a.m. at the Administration Building, 314 Cleveland Avenue, Mansfield, Ohio 44902. At this time we will also allow interested parties to schedule a meeting with the RCBDD for product line demonstrations.

This bid shall be for the purpose of providing **INCONTINENT CARE SUPPLIES** for the RCBDD. Bids shall be in accordance with the specifications and bid terms available and on file in the Richland Newhope Administration Building. Complete details and bid packet is available on RCBDD website at [www.rnewhope.org](http://www.rnewhope.org) or in person at the Administration Building. There will be a non-refundable charge of \$5.00 to cover handling for each set of bid documents delivered by mail. The bid shall be on the bid forms furnished with the specifications. Bids must be signed by a responsible officer of the company and submitted in a sealed envelope marked:

### **“SEALED PROPOSAL FOR RCBDD CONTRACT # ITB D26-1162”**

A bid bond or a certified check, cashier's check, or money order (no other kind of check is acceptable according to the Ohio Revised Code) on a solvent bank or savings and loan association in the amount equal to ten percent (10%) of the total bid, payable to Richland County Board of Developmental Disabilities, shall accompany each bid as a guarantee that if a bid is accepted, a contract shall be entered into and its performances properly secured.

Bid will be awarded on basis of lowest and best bidder.

The Richland County Board of Developmental Disabilities reserves the right to reject any/all bids.

By order of the Richland County Board of Developmental Disabilities

Michele Giess, Superintendent.

GENERAL INSTRUCTIONS AND SPECIFICATIONS FOR:  
CONTRACT TO PROVIDE INCONTINENT CARE SUPPLIES  
FOR THE RICHLAND COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Richland County Board of Developmental Disabilities will be accepting bids **until 9:00 a.m. on Thursday, January 5, 2023** for ***INCONTINENT CARE SUPPLIES*** to be delivered to the following Divisions:

**The Raintree**

721 Scholl Road  
Mansfield, OH 44907

**Woodville Group Home**

860 Woodville Road  
Mansfield, Ohio 44907

**Justine Group Home**

721 Scholl Road (Rear)  
Mansfield, Ohio 44907

**Harding Group Home**

1440 Harding Avenue  
Mansfield, Ohio 44906

**SECTION A - CONTRACT ADMINISTRATION**

**ADVERTISEMENT**

A legal notice inviting bids for the provision of the above-described Contract to provide Incontinent Care Supplies for Richland County Board of Developmental Disabilities will appear in the Shelby Daily Globe on December 2, 2022 and December 9, 2022.

**PRE-BID CONFERENCE**

A pre-bid conference for all prospective bidders will be held on **Monday, December 19, 2022 at 9:00 a.m. (EST)** in the Conference Room located at the Administration Building, 314 Cleveland Avenue, Mansfield, Ohio 44902. The purpose of the conference is to explain billing and ordering procedures in greater detail and define a procedure for bidding substitutions. Methods used for tabulating the bids will also be explained at this pre-bid conference. All samples submitted for substitution consideration must be in our office prior to this time. Also, interested bidders may schedule a time to demonstrate their product line during the pre-bid conference. Although considered helpful, this conference is NOT mandatory.

**BID OPENING**

The bid opening is scheduled for **Thursday, January 5, 2022 at 9:00 a.m. (EST)**. All sealed bids received after this time and date for any reason, will be rejected. The clock in the receptionist's station will serve as the official record of the time and date bids are received, and will be the sole factor in determining if bids are received in time to be considered. The opening of the sealed bids will take place in the main conference room of the Administration Building, 314 Cleveland Avenue, Mansfield, Ohio 44902.

### **ATTENTION TO DETAIL**

Bidders should carefully review all elements of their bids. Once opened, bids **may not be altered**. Each response concerning this ITB shall be complete, self-contained, and meet the requirements of the ITB. The Board may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

### **BID BOND**

Each bid shall be accompanied by a bid bond executed by a Surety Company authorized to do business in the State of Ohio, cashier's check, a certified check, or money order from a solvent bank or savings and loan association, payable to the Richland County Board of Developmental Disabilities, in a sum equal to ten percent (10%) of the total amount of the bid. The certified check or bond will be held as a guarantee that if the proposed bid is accepted, the bidder will enter into a contract for it. Certified check or bond shall be returned within three (3) days after a contract has been entered into. Bonds will be returned to all successful and unsuccessful bidders within thirty (30) days of contract award. Bidder certifies that Bidder will secure any required bonds from a surety licensed to do business in the State of Ohio with an A. M. Best Company rating of at least "A".

### **RESPONSE REQUIREMENTS**

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which the resulting contract will be accomplished. This includes the contents of all bid documents, regulations, and applicable law.

### **The entire set of bid documents must be returned intact:**

BID BOND

BIDDER FORM CHECKLIST

BID PROPOSAL

BIDDER'S ACCEPTANCE

BID SUMMARY FORM

NON-COLLUSION AFFIDAVIT

NON-DISCRIMINATION AND EQUAL OPPORTUNITY AFFIDAVIT

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

### **QUESTIONS**

Bidders having questions regarding the bidding process or specifications outlined in this ITB should submit them in writing to:

Ms. Bobbi Staples

721 Scholl Road

Mansfield, OH 44907

Fax: 419-774-4322

E-mail: [bstaples@rnewhope.org](mailto:bstaples@rnewhope.org)

### **BID WITHDRAWAL**

Bidders may withdraw their bids at any time before the bid opening date. After the bid opening, bidders may only withdraw their bids as provided in Ohio Revised Code 9.31. Withdrawal of a bid after a bid opening exposes a bidder to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest bidder. Bids may be withdrawn by giving written notice to the above address before the time and date set for the bid opening.

### **ALTERATIONS, AMENDMENTS, and ADDITIONAL BIDS**

No alterations or additions to the specifications contained herein are permitted except by amendments issued by the Board to all bidders that have received an ITB.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing no later than three (3) business days prior to the bid opening. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is deemed necessary for submitting bids or if the lack of it would be prejudicial to other prospective bidders. Oral instructions given before the award of a contract will not be binding.

### **EQUAL OPPORTUNITY PROVISIONS REQUIRED**

All bidders must agree to comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11377 and as supplemented in the Department of Labor Relations 41 EFR, Part 60. The bidder agrees to both the following:

1. That in the hiring of employees for the performance of work under this agreement or any subcontract, no person acting on their behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of this state in the employment of labor or a worker who is qualified and available to perform the work to which the employment relates;
2. That no person acting on their behalf, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.

### **TITLE VI OF THE CIVIL RIGHTS ACT**

All bidders must agree to comply with the provisions of Title VI of the Civil Rights Act, Section 504 of the Vocational Rehabilitation Act of 1978 and the Family Privacy Act, along with other applicable rules and regulations.

### **NON-COLLUSION AFFIDAVIT**

All bidders must complete and submit an affidavit stating that neither he/she nor his/her agent, nor any other party for him/her, has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure this contract and further agreeing that no such money or reward will be hereafter paid.

### **PERSONAL PROPERTY TAX AFFIDAVIT**

All bidders must complete and submit a Personal Property Tax Affidavit in compliance with ORC Section 5719.042.

## **SECTION B – EVALUATION & AWARD**

### **CONTRACT PERIOD**

The contract is for one year and will commence on February 1, 2023. Contract will include two (2) one-year renewal options providing for the continuity of product availability under the same terms and conditions as described and in effect during the original contract period. Each one-year renewal option can be exercised upon agreement by both parties and a minimum of thirty (30) written notice prior to the contract termination on January 31<sup>st</sup> of each year.

### **CANCELLATION**

The Richland County Board of Developmental Disabilities reserves the right to cancel this contract upon thirty (30) days written notice to the contractor.

### **GUARANTEED BID**

In the event the Richland County Board of Developmental Disabilities is unable to award the contract on the scheduled award date, the price and terms of each bid must be guaranteed for a period of sixty days from the bid opening date of January 5, 2023 at 9:00 a.m.

### **TABULATION OF BIDS**

All bids submitted in accordance with the Invitation to Bid and the specifications will, as soon as practicable, be tabulated and shall become a matter of public record.

### **DATE OF AWARD**

The Richland County Board of Developmental Disabilities shall make a decision to award or reject bids at the regularly scheduled January Board meeting or as soon thereafter as practicable.

### **BID EVALUATION, CRITERIA, and AWARD**

This bid will be awarded to the Lowest and Best bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Factors that determine the lowest and best bid include, but not limited to (ranked in order of relative importance):

1. ***Price***
2. ***Capability of the bidder to perform the contract***
3. ***Quality of past performance***
4. ***Responsiveness***

Acceptance of the proposal of any bidder by the Board shall not constitute an agreement between the Board and such bidder, and shall not be binding upon the Board unless and until an agreement covering all conditions and provisions of the work to be performed by the successful bidder has, at the time of or after the acceptance of such proposal, been reduced to writing and executed by both the Board and the successful bidder. These bid specifications are intended to be and by inference are hereby incorporated into the contract of the successful bidder.

### **REQUIREMENTS FOR BID ACCEPTANCE**

Bids will be received in accordance with the law until **9:00 a.m., on Thursday, January 5, 2023**, at the office of the Richland County Board of Developmental Disabilities, 314 Cleveland Avenue, Mansfield, Ohio 44902.

Bids may be delivered before the time, or at the time, and must be delivered to the address specified. The outside of the envelope containing your bid must be clearly marked:

### **“SEALED BID FOR RCBDD – CONTRACT #ITB D26-1162”**

It is understood and agreed that personnel within the office of the Richland County Board of Developmental Disabilities will be absolved from responsibility for the premature opening of any bid not properly marked.



## **CAUTION- Late bids will not be accepted.**

Each bid submitted shall contain all information requested on the quotation forms. In order to make comparisons, it is required that complete information is furnished. All bidders submitting quotations must sign the *Bidder's Acceptance* stating that they are willing and capable (with regard to personnel, inventory, and financial resources) to fulfill the terms specified in this bid packet at the prices quoted and included in the bid submission. Failure to comply with this requirement will eliminate the bidder from quotation consideration at this time by the Richland County Board of Developmental Disabilities.

Bidders who are quoting equivalent brands (substitutions) must fully identify the item(s) substituted on the *Bid Form*. Bidder further agrees to furnish samples of the item(s) in quantities to sufficiently test and monitor performance.

Samples must be delivered free of charge to the following address on or before the pre-bid conference date of **Monday, December 19, 2022 at 9:00 a.m.**

**The Raintree**  
Attention: Bobbi Staples  
721 Scholl Road  
Mansfield, OH 44907

### **REJECTION OR ACCEPTANCE OF BIDS**

Ohio Revised Code 307.90 and 307.91 permits the Richland County Board of Developmental Disabilities to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products, or services. The Richland County Board of Developmental Disabilities reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim, or cause of action by any unsuccessful bidder against the Richland County Board of Developmental Disabilities. All bids received after the closing date and hour specified in the Notice to Bidders will be returned unopened to the bidder. No bid will be accepted or contract awarded to any person, firm, or corporation that is in arrears or is in default to Richland County or to the Richland County Board of Developmental Disabilities upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the County, or has failed to perform faithfully any previous contract with the County.

Failure to complete and submit all required documents and attachments supplied with and/or requested in the Bid Packet will result in the bid being considered non-responsive.

No member or employee of the Richland County Board of Developmental Disabilities is authorized to consult with any prospective bidder to assist in the preparation of any bid.

## **SECTION C – BILLING / INVOICING**

### **BIDDER'S DESCRIPTION OF ITEMS**

Bidders shall furnish with their bids, as an integral part thereof, descriptions by catalog or otherwise, of any item if so requested by the Representative of the Richland County Board of Developmental Disabilities.

Bidders shall be prepared to furnish any additional specifications or information concerning the items to be provided under the terms of this bid if so requested by the Representative of the Richland County Board of Developmental Disabilities.

### **COMPLIANCE WITH THE LAW**

Bidder must agree to comply with all applicable Federal, state, and local laws in the performance of this contract, including applicable state and Federal laws regarding drug-free work places. The Bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Worker's Compensation insurance premiums, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Bidder in the performance of the work or service specified in this ITB.

### **ORDERING PROCEDURE**

Orders from each participating Division will be either telephoned to the Contractor or conveyed directly to the Contractor's sales representative.

### **QUANTITIES**

It is agreed and understood that, except for unusual and/or emergency situations requiring faster service than the successful bidder can provide, all items specified herein will be ordered from the successful bidder during the existence of this contract. It is further agreed and understood that the Richland County Board of Developmental Disabilities does not commit to purchase the exact quantities identified in the specifications of this bid package. Quantities shown are estimates only, based on average annual purchases and are identified to standardize bid submissions.

### **PRICES**

Over the contract period, a "per item" increase, not to exceed five percent (5%) of the initial quoted and accepted item price, will be accepted with proof of the manufacturers' increase. The Fiscal Specialist must be notified in writing of the increase, with appropriate price increase verification, 30 days prior to the effective date of the increase. Prices quoted shall represent the total delivered price per item. All handling, freight, and delivery charges shall be fully prepaid by the Contractor.

### **QUALITY**

Quality is inherent in this contract. It is understood that any items not meeting the specifications as set forth herein will be returned and replaced at no charge to the Richland County Board of Developmental Disabilities. Except as provided for under REQUIREMENTS FOR BID ACCEPTANCE (page 10), **NO** substitution of products will be permitted.

### **INVOICING**

No item shall be accepted or subsequently paid for unless itemized invoices are submitted. Invoices must show the delivered price as specified in the contract. Invoices should be submitted on a monthly basis for only those items delivered prior to the date of the invoice. Each Division shall be billed separately and invoices shall be mailed to the Richland County Board of Developmental Disabilities, 314 Cleveland Avenue, Mansfield, Ohio 44902.

### **TAX EXEMPTION**

**Items purchased, will be exempt from the State of Ohio Sales Tax**, as provided for in Section 5739.02 of the Revised Code of Ohio, and also from the State of Ohio Use Tax, Section 5471.01. Upon request, the Representative of the Board of Developmental Disabilities, Richland County, Ohio will furnish blanket certificate of exemption forms to the contractor or supplier.

**DELIVERY**

Delivery locations for each participating Division are identified on page 5 of this bid packet. Delivery arrangements for times, dates, and exact locations will be arranged between the Contractor and Manager of the participating Division.

The bidder agrees to provide delivery of ordered items no less than weekly. In emergency situations, it may be necessary to require delivery within 24 hours. Bidder agrees to take action necessary to deliver or have delivered such emergency items.

In the event a firm is out any item contracted for or is prohibited from delivering items as required, the Division Manager must be informed immediately in order to avoid a delay of delivery of needed supplies. In such instances, Richland County Board of Developmental Disabilities reserves the right to obtain needed supplies from other sources.

All delivery receipts must be signed by designated staff at each delivery site in order to be valid. Two (2) legible delivery receipts must accompany each delivery.

No tailgate deliveries will be accepted. All items must be placed inside the receiving doors. Truck sheets or delivery receipts must indicate "INSIDE DELIVERY". Commercial freight companies must comply with inside delivery requirements, and must make prior arrangements with the Purchasing Agent concerning times of delivery. Deliveries will be made during normal business hours Monday through Friday 8:00 a.m. to 5:00 p.m.

**PRODUCT USAGE**

The successful bidder will be required to provide the Richland County Board of Developmental Disabilities with a report of product usage every three months.

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END OF SECTION

## SECTION D

# AFFIDAVITS & BID FORMS

**BID FORM - GENERAL INSTRUCTIONS CHECKLIST FOR:**

# INCONTINENT CARE SUPPLIES

NAME OF BIDDER: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_

NOTE: All blanks in this bid form must be filled in to consider this bid responsive.

Have you read and do you understand the GENERAL INSTRUCTIONS regarding the following:

	YES	NO
1. Proposal Requirement.....	_____	_____
2. Tax Exemption.....	_____	_____
3. Requirements for Bid Acceptance.....	_____	_____
4. Bid Specifications.....	_____	_____
5. Quantities.....	_____	_____
6. Ordering Procedure.....	_____	_____
7. Delivery.....	_____	_____
8. Quality.....	_____	_____
9. Invoicing.....	_____	_____
10. Guaranteed Bid.....	_____	_____
11. Rejection or Acceptance of Bids.....	_____	_____
12. Pre-Bid Conference.....	_____	_____
13. Exceptions to Specifications.....	_____	_____
14. Tabulation of Bids.....	_____	_____
15. Bid Withdrawal.....	_____	_____
16. Date of Award.....	_____	_____
17. Advertisement.....	_____	_____
18. Bidder Affidavit.....	_____	_____
19. Personal Property Tax Statement.....	_____	_____
20. Bid Bond.....	_____	_____
21. Bidder's Description of Items.....	_____	_____
22. Product Usage.....	_____	_____
23. Cancellation.....	_____	_____
24. Quotation Form.....	_____	_____

**BID PROPOSAL FOR:**

# INCONTINENT CARE SUPPLIES

**Submitted by:**

---

Organization Name

---

Organization Street Address

---

City, State, and Zip Code

---

Signature of Organization's  
Owner/Authorized Representative

---

Typed Name and Title

**Person to be contacted  
regarding this proposal:**  
*(if different than above)*

---

Name and Title

---

Street Address

---

City, State, and Zip Code

---

Area Code and Telephone Number

## BIDDER'S ACCEPTANCE

*The bidder is asked to indicate acceptance by having a representative of the company sign and date this page and include this page with the bid.*

I, \_\_\_\_\_, a duly authorized representative  
(Name of Individual)

of the \_\_\_\_\_ Company, due hereby state that  
(Name of Company)

the bids as submitted by said Company are a true and accurate bid quotations.

I do further state that as a duly authorized representative of said company,

serving as the \_\_\_\_\_, I am authorized to submit these bids on behalf  
(Title of Individual)

of the above Company.

I further state that as the duly authorized representative of the above Company, I, on behalf of said Company, accept and agree to abide by all of the conditions as set forth in the Bid Specifications.

I / We will furnish all products, labor and materials, as specified, to Richland County Board of Developmental Disabilities on items bid and prices will be guaranteed for the dates and/or times indicated on the BID PRICING SUMMARY, as required by the Bid Specifications. I hereby verify our Company is capable in every manner (with personnel, inventory, and financial resources) to furnish the items for which we have submitted bids.

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)

BID SUMMARY FORM FOR:

# INCONTINENT CARE SUPPLIES

## CONTRACT # ITB D26 - 1162

Company Name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_

Zip \_\_\_\_\_

**BASE BID (INCONTINENT CARE SUPPLIES) TOTAL  
(FILL IN PRICING/PRODUCT BELOW)**

\$ \_\_\_\_\_

ITEM DESCRIPTION	Estimated Annual Usage	Price Per Unit	Extended Price
<b>Regular Briefs</b>			
Small	1,600		
Medium	25,832		
Large	26,488		
X-Large	2,400		
<b>Pull-Ups</b>			
Small*			
Medium	9,200		
Large	4,800		
X-Large	2,400		
<b>Extended Wear</b>			
Small*			
Medium	9,420		
Large	8,560		
X-Large	8,160		
<b>Extra Items</b>			
Cleansing Wipes	571,200		
Underpads/Chucks	60,000		
Liners	13,280		
Male Wraps			
Maxi Pads*			

\*Although no current annual usage is needed, please provide "price per unit".

**UNIT SIZE/QTY CAN DIFFER FROM SPECIFICATIONS HOWEVER, PLEASE NOTE THE CHANGE ON THE BID FORM SO THAT EXTENDED PRICING CAN BE COMPARED**



## NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_ being first duly sworn, deposes and says the he/she  
is the (Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidder)

with offices located at \_\_\_\_\_  
(Address of Bidder)

## INCONTINENT CARE SUPPLIES

and as its duly authorized representative states that the aforementioned vendor is the party submitting this bid(s); that such bid(s) is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any other bidder or person to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder; to fix any overhead, profit or cost element of said bids, or of that of any other bidder, to secure any advantage against the Richland County Board of Developmental Disabilities or any person or persons interested in the proposed contract; that all statements contained in said bids are true, and that such bidder has not, directly, or indirectly submitted this bid(s), or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid(s) being submitted.

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_, 20\_\_\_\_ (Seal)

### ~ NOTE ~

This certification becomes part of the resultant contract. This certification must be a complete **original** and returned with your bid. If incomplete or unavailable, your bid will be declared non-responsive.

## NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

I, \_\_\_\_\_ being first duly sworn, deposes and says the  
he/she is the (Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidder)

with offices located at

\_\_\_\_\_  
(Address of Bidder)

and as its duly authorized representative states that they are the party who made the forgoing bid(s); that such party as a contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the contract(s) under this bid(s), said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, with regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the forgoing bid(s), this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_, 20\_\_\_\_ (Seal)

### ~ NOTE ~

This certification becomes part of the resultant contract. This certification must be a complete **original** and returned with your bid. If incomplete or unavailable, your bid will be declared non-responsive.

**PERSONAL PROPERTY TAX AFFIDAVIT**

**Section 5719.042 of the Ohio Revised Code states:**

*"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 count in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax 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 indicated 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 it is 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."*

Therefore, the successful bidder shall submit the following to the fiscal officer after the award and prior to the time a contract is entered into:

TO THE FISCAL OFFICER OF RICHLAND COUNTY-CERTIFICATION BY BIDDER

A. Bidder had unpaid delinquent personal property taxes at the time the bid for subject contract was submitted in the amount of \$\_\_\_\_\_.

B. Bidder had unpaid penalties on delinquent personal property taxes at the time the bid for the subject contract was submitted in the amount of \$\_\_\_\_\_.

C. Bidder had unpaid interest on delinquent personal property taxes at the time the bid for the subject contract was submitted in the amount of \$\_\_\_\_\_.

**BIDDER**

**WITNESSES:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_, 20\_\_\_\_ (Seal)

**COUNTY USE ONLY**

I, \_\_\_\_\_, fiscal officer of Richland County do hereby certify that the above statements have been submitted to the County Treasurer's Office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

# CERTIFICATION OF FUNDS

## **INCONTINENT CARE SUPPLIES**

As the Auditor of Richland County, I certify that that the amount required to meet the contract agreement, obligation, payment of expenditures for the above product(s) has been lawfully appropriated or authorized or directed for such purposes and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificate now outstanding.

This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

---

PATRICK DROPSEY  
Richland County Auditor

---

Date

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

STATE OF OHIO

COUNTY OF RICHLAND

SS:

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

\_\_\_\_\_ for a contract for **Incontinent Care Supplies**  
(Name of Entity) (Type of Product or Service)

to be let by the County of Richland and the Richland County Board of Developmental Disabilities, 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 within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services in excess of \$500, 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 Richland County Board of Commissioners or their individual campaign committees:
  - a. myself;
  - 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 within the previous twenty-four months, and that, if awarded a contract for the purchase of goods or services in excess of \$500, 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 Richland County Board of Commissioners or their individual campaign committees:
  - a. myself;
  - 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.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

### **Background:**

Effective April 14, 2006, the Ohio Terrorism Act prohibits any political subdivision in the State from doing business with, or providing funding to, any person, group or company that "provides material assistance to" any organization listed on the "United States Department of State Terrorist Exclusion List." Any bidder awarded a contract for a Project with a public owner must complete the Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization form ("Declaration Form") issued by the Ohio Department of Public Safety, Division of Homeland Security and provide it to the public owner with the signed contract.

If a bidder who is awarded a contract answers "yes" to any question or fails to answer a question on the Declaration Form, the bidder will be deemed to have given a disclosure that it has provided material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion list, and the award of the contract to the bidder by the public owner will be deemed null and void.

Included with the Bidding Documents for the Project is the Declaration Form. Also included is a copy of the United States Department of State's Terrorist Exclusion List, which the Owner is required to provide to the Contractor and which was issued by the Ohio Department of Public Safety in April 2006.

### **Requirements:**

1. Review the United States Department of State Terrorist Exclusion List included in the Project Manual. Check the following webpage for the most current list: <http://www.homelandsecurity.ohio.gov/dma.asp>
2. Complete the Declaration Form included with the Project Manual for the Project.
3. Return the completed Declaration Form to the Owner with the signed contract, or as otherwise directed.
4. Failure to complete and return the Declaration Form in the required manner will render the contract awarded by the Owner void. The Owner is required to forward any improperly completed form to the Ohio Department of Public Safety's Division of Homeland Security.

### **Attachments:**

1. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization Form
2. United States Department of State Terrorist Exclusion list



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

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 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		

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

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

**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.

- 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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

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 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 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. 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**OHIO DEPARTMENT OF PUBLIC SAFETY**  
**Division of Homeland Security**

## **Terrorist Exclusion List**

As of July 20, 2006

### **U.S. Department of State List of Designated Foreign Terrorist Organizations**

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLP)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

## OHIO DEPARTMENT OF PUBLIC SAFETY

### Division of Homeland Security

#### U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihye ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghanistan)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmat Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salafiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daawaa es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Primero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

**OHIO DEPARTMENT OF PUBLIC SAFETY**  
**Division of Homeland Security**

39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabilillah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

**U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs**

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. Wafa Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)

**OHIO DEPARTMENT OF PUBLIC SAFETY**  
**Division of Homeland Security**

11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)  
American Friends of the United Yeshiva (Kahane Chai and Kach)  
American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)  
Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

## SECTION E

# CONTRACT

# **Richland County Board of Developmental Disabilities Standard Form of Agreement between Owner/Board and Contractor**

## **AGREEMENT:**

Made as of the 1<sup>st</sup> day of February in the year 2023.

**BETWEEN** the Owner: **Richland County Board of  
Developmental Disabilities**  
314 Cleveland Avenue  
Mansfield, Ohio 44902

and the Contractor:

The Product is: **Incontinent Care Supplies**

The Owner and Contractor agree as set forth in the following:

### **ARTICLE 1: THE CONTRACT DOCUMENTS**

**1.1** The Contract Documents which comprise the entire agreement between the **OWNER** and the **CONTRACTOR**, consists of the following:

- ❖ This agreement
- ❖ Specifications
- ❖ Addenda
- ❖ Bid Proposal
- ❖ Bid form – General Instructions
- ❖ Non-Collusion Affidavit
- ❖ Non-Discrimination Affidavit
- ❖ Personal Property Tax Affidavit
- ❖ Auditor's Certification of Funds
- ❖ Bidder's Acceptance
- ❖ DMA Certification
- ❖ Bid Summary Form

**These form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein.**

**ARTICLE 2: THE WORK**

**2.1 The Owner shall pay the Contractor in accordance with the contract documents.**

**ARTICLE 3: PERFORMANCE BY CONTRACTOR**

**3.1 The Contractor shall provide all goods, equipment, materials, and products and shall perform all services in accordance with the contract documents.**

**ARTICLE 4: WARRANTIES & REPRESENTATIONS**

**4.1 In addition to any warranties provided by law, the Contractor represents and warrants that the goods, materials, supplies, products, and/or service, shall meet all conditions, requirements, and specifications as provided for in the contract documents.**

**ARTICLE 5: MISCELLANEOUS PROVISIONS**

**5.1 The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.**

**5.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. All claims, disputes and other matters in question arising out of, or relating to, this Contract or its breach, shall only be brought in the Richland County Common Pleas Court, General Division.**

**5.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.**

**5.4 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Richland County Auditor first certifies that there is a balance in the Board's appropriation not already obligated to pay existing obligations, as provided in Section 5705.41(D), ORC.**

**5.5 The Contract shall become binding and effective upon execution by the Board and approval by the Richland County Prosecuting Attorney of the Contract, as required by Section 153.44, ORC.**

**SIGNATURES ON FOLLOWING PAGE**

This agreement is entered into as of the day and year first written above and executed in at least three original copies of which one is to be delivered to the Contractor, one to the Owner, and a third copy to the Auditor's Office.

**Owner/Board**

Richland County Board of Developmental Disabilities

\_\_\_\_\_  
Michele Giess, Superintendent

**Contractor**

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Signature:

**CERTIFICATE OF PROSECUTING ATTORNEY:**

I, the undersigned, Gary Bishop, the duly elected Prosecuting Attorney of Richland County, Ohio, do hereby certify that I have examined the attached contract and find the contract to be in accordance with Sections 153.01 to 153.60, inclusive, of the Revised Code.

\_\_\_\_\_  
Gary Bishop

\_\_\_\_\_  
Date



## **SECTION F**

### **SPECIFICATIONS FOR:**

# INCONTINENT CARE SUPPLIES

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