

OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street
Columbus, Ohio 43215

(800) 282-0370

September 7, 2021

The Auditor of State (AOS) is soliciting proposals from qualified Information Technology (IT) vendors to assist the AOS in the rewrite of the Uniform Accounting Network (UAN) application. Attached please find a copy of the Request for Proposal (RFP) for this engagement.

Responses must be submitted electronically as a PDF document to the AOS' procurement website at <https://ohioauditor.gov/Procurement/>. The responses must be received no later than September 17, 2021, at 2:00 PM.

The anticipated RFP timeline is as follows:

RFP Issued:	September 7, 2021
Inquiry Period:	September 7, 2021 – September 24, 2021 (Inquiries must be received by 1:00 PM EST)
Proposal Due Date:	October 1, 2021 (Proposals must be received by 1:00 PM EST)
Interviews:	To be scheduled at a mutually agreeable time during the week of October 18, 2021
Apparent Successful Proposer Selection:	October 29, 2021
Contract Process and Due Diligence:	Begins November 1, 2021
Contract Award:	TBD

(See Part One - Section C, Schedule of Events and Deadlines for more information.)

Please direct questions to BidQuestions@ohioauditor.gov.

Proposers may view all inquiries and responses by accessing the AOS Bids Management Web Page at: <https://ohioauditor.gov/Procurement/>. (See Part Four: Inquiries and Amendments for more information.)

Sincerely,

KEITH FABER
Auditor of State

Contents

Part One: Introduction	3
A. Organization Background and Overview	3
B. Purpose.....	3
C. Schedule of Events and Deadlines	3
Part Two: Description of the UAN Application.....	4
A. Current State.....	4
B. Future State.....	6
Part Three: Description of Engagement	9
A. Proposer Requirement.....	10
B. Key Resources Requirements.....	10
C. Transition of Resources	13
Part Four: Inquiries and Amendments	13
Part Five: Engagement Start Date	14
Part Six: Submission Requirements and Format	14
A. Response Submission Information.....	14
B. Contracting Mechanism.....	14
C. Proposer Qualifications	15
D. Key Resource Selection.....	16
E. Proposal of Costs.....	17
F. Presence in Ohio	18
G. Forms and Certifications.....	18
Part Eight: Evaluation of Proposals.....	18
A. Criteria	19
B. Identification of Apparent Successful Proposer	19
C. Negotiations	20
D. Contract Award	20
Part Nine: RFP Process Information and Other Contractual Requirements and Considerations	20
A. AOS Terms and Conditions and Final Contract.....	20
B. Trade Secrets Prohibition: Public Information Disclaimer	25
C. Ethical and Conflict of Interest Requirements	26
D. Communication Restrictions and News Releases	27
Attachments	28
Attachment 1	28

Part One: Introduction

A. Organization Background and Overview

The Uniform Accounting Network (UAN) is a department of the Auditor of State (AOS) Information Technology (IT) Division. The UAN system is a financial management system that allows public entities to apply accounting standards to their financial record keeping (“the UAN System”). The UAN System consists of five modules: Accounting, Payroll, Budget, Inventory, and General.

The UAN serves 2,097 government entities (townships, villages, libraries and special districts) throughout Ohio. It is the mission of UAN to provide quality software, hardware, service and assistance to our clients.

The UAN is beginning the effort to migrate the application from a client server application to a web application.

B. Purpose

The purpose of this RFP is to select a firm to provide key resources to assist with the rewrite of the UAN application from a client server application to a hosted cloud based application. In addition to two named resources, throughout the engagement additional resources will be sought from the selected firm. The project is anticipated to have a duration of four years, subject to biennial state capital appropriation.

C. Schedule of Events and Deadlines

The schedule for the project is subject to change in the best interest of AOS and/or to comply with the State of Ohio law. AOS may change the schedule at any time. If AOS changes the schedule before the proposal due date, it will do so through an announcement on the AOS Bids Management Web Page, <https://ohioauditor.gov/Procurement/>. Any extensions of the Proposal Due Date/Time will be published on this website as a formal RFP amendment. It is each Proposer’s responsibility to check the website for this RFP for current information regarding this RFP and its calendar of events through the award of the contract.

RFP Issued:	September 7, 2021
Inquiry Period:	September 7, 2021 – September 24, 2021 (Inquiries must be received by 1:00 PM EST)
Proposal Due Date:	October 1, 2021 (Proposals must be received by 1:00 PM EST)
Interviews:	To be scheduled at a mutually agreeable

time during the week of October 18, 2021
Apparent Successful Proposer Selection: October 29, 2021
Contract Process and Due Diligence: Begins November 1, 2021
Contract Award: TBD

(See Part One - Section C, Schedule of Events and Deadlines for more information.)

Proposals must be submitted electronically as a PDF document to AOS's procurement website at <https://ohioauditor.gov/Procurement/>. A Proposer bears full responsibility for the timely submission of its response at the prescribed location.

Additional materials received after the submission deadline date may not be added to previous submissions and may not be considered. Submission of a proposal indicates acceptance by the Proposer of the terms and conditions contained in the RFP.

Part Two: Description of the UAN Application

A. Current State

The UAN System is a client / server software package developed by the AOS for townships, villages, libraries, and other local government entities in Ohio. There are currently 2,062 entities that use UAN. UAN was established by the Ohio legislature through the Ohio Revised Code (ORC) § 117.101.

The main UAN System consists of five modules (Accounting, Payroll, Budget, Inventory, and General) with a sixth module (Audit Workbench) that is used by AOS audit staff. The application has been developed to conform to external reporting requirements from agencies, including Internal Revenue Service, Ohio Public Employees Retirement System, Ohio Police and Fire Pension Fund, and AOS requirements. The UAN System stores various sensitive financial data, such as payroll data and the NACHA formatted direct deposit files and positive pay files for specific banks.

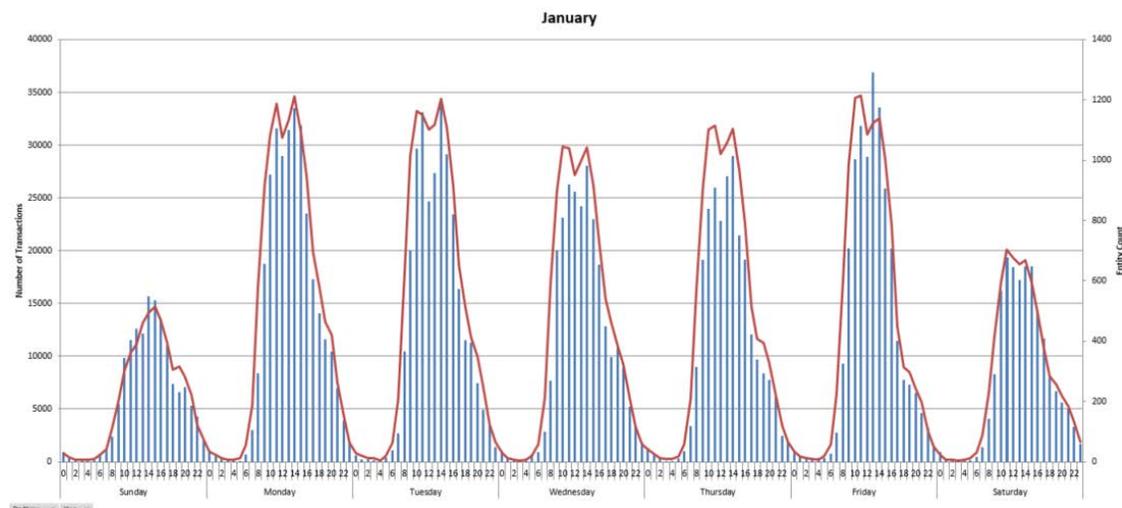
One of the requirements of the UAN System is that it is based on a number of accounting standards and the ORC, to help ensure compliance with those requirements. Each time a financial transaction is posted, the UAN System checks for compliance errors and the UAN user (the "client") is warned about any compliance errors prior to the transaction being executed. Some clients have the ability, with approval from the AOS' Local Government Services division, to bypass these compliance checks. All overridden compliance issues are recorded and have reports available for the auditors to review.

There are over 200 reports generated by the UAN System. The reports have a wide range of complexities from basic listings to the Annual Financial Reports that have customized logic to round the amounts reported in a way that all the statements tie together correctly. Although the UAN System does not allow user generated ad-hoc reporting, most reports have several options on how the information is presented in the report. Options include the

selection of items to report on, selected date range, sorting, and grouping. All reports have the option to be either printed, saved as a PDF, or displayed electronically. Export reports have been defined to export the information into an Excel workbook.

The UAN System is currently a WinForms VB.Net application (Framework 4.7.2) using a SQL Server (SQL Server Express 2019 for most entities) backend. There are approximately 275 tables, 1600 stored procedures, and 300 SQL functions. Infragistics (version 20.1) tools set is used for UI controls (grids, numeric fields, etc) and the Active Reports (version 13.2) tools set as the reporting engine and report layout designer. The UAN System is completely distributed (i.e. each unique entity has both the application and database on their premises). Most clients use the computer provided by UAN as a single user system, but some clients have the application set up in a local network environment with multiple workstations installing the front end (via InstallShield) to access their common database.

The transaction times for the usage of the UAN System have been analyzed and the UAN application is used 24 X 7 X 365. However, the majority of the transactions occur during the normal business day with a significant number of transactions also occurring during the evening hours and on weekends. The heaviest use of the application is during clients' year-end fiscal processing in January and February. It is estimated that during peak usage there are around 600 concurrent users with about 9,000 updates per hour. Below is a chart that shows how many entities and transactions are being recorded in the UAN application, grouped by the hour and day of the week during the month of January.



The size of a client's database can vary widely, with the smallest clients using 0.1 GB and the largest clients use over 10.7 GB. In total, there is about 600 GB of data. The total size has been growing about 10% a year, but it is anticipated that it will level off as the maximum number of years of information being stored in the system is reached. AOS anticipates the database will not be larger than 800 GB when AOS rolls out the new application.

When combined, over 5 million financial transactions are written each year with AOS' largest transaction table having approximately 16 million records per year. UAN processes

over \$4 billion in total resources for local governments as well as processing payroll for 30,000 employees.

The current design of the UAN application does not have a true business tier. There is business logic both in the front end and in the stored procedure logic in the database. The design approach AOS used when the application was created was if the logic didn't need outside data, it was usually validated on the front end prior to going to the database. If the validation required data outside the screen, including concurrency and accounting / Ohio Revised Code compliance, then that logic was pushed to the stored procedures in the database.

B. Future State

The UAN System will remain largely unchanged as to functionality and business rules. However, the presentation and method of accomplishing the same functionality will change. The UAN System is to be rewritten into a 3 tier application (UI / API / Data) that will be hosted in AWS cloud.

The UI will be developed using the Angular framework. A reporting tool will need to be selected that will allow users to customize certain reports to conform to their printer. Currently Active Reports is used and has a web plug-in, but other technologies suggested by the Proposer will be considered. The reporting tool must support ad-hoc reporting capabilities that will be developed as a future enhancement to the application. The two architects will be involved in this decision along with UAN development.

The API layer will be developed using RESTful services. ASP.Net using C# will be the platform for this layer.

The Data layer will be developed using Entity Framework Core using C#. The database as a service has not been determined, the two architects will be involved in this decision along with UAN development.

In preparing for the rewrite of the UAN application, AOS brought in an independent firm to estimate the amount of work it would take to complete the rewrite. The independent firm looked at the existing application and did an assessment on how much time in weeks it would take to design, develop, and test the existing functionality and move it to a web based application. The following chart shows the estimates for the creation of the new application broken down by area.

Area	Modules and Complexity Comments	Count	Dev Weeks	Design Weeks	Test Weeks	Total Weeks
Back End	DAO (Data Access Objects) on top of the database – largely CRUD on 275 tables	275	13.8	4.14	9.66	28
Back End	Query tune up & other DBA activities – it is factored into the service layer development	n/a	0	0	0	0

Service Layer	Functions	244	89.4	26.82	62.58	179
Service Layer	Reports	459	94	28.2	65.8	188
Service Layer	Stored Procedures	1,165	231.2	69.36	161.84	462
Service Layer	Table Value functions	94	29.2	8.76	20.44	58
Service Layer	Service Instrumentation Layer	1	12	3.6	8.4	24
Service Layer	<i>Audit Work Bench</i>	1	10	3	7	20
Service Layer	Security & roles framework (authorization & authentication)	1	25	7.5	17.5	50
Service Layer & Back End	TOTAL		504.6	151.38	353.22	1,009
User Interface	Screens being removed including relevant navigation	4	0.8	0.24	0.56	2
User Interface	Screens being kept as-is functionality	122	122	36.6	85.4	244
User Interface	Screens with functionality being enhanced	16	16	4.8	11.2	32
User Interface	Screens redesigned to be mobile friendly	45	90	27	63	180
User Interface	Screens having major functional redesign and process enhancements	3	28	8.4	19.6	56
User Interface	CSS support – need 1 FTE at early stage of the project (once design is done, UI developers are available) and closer to the end of the project to apply developed CSS and assure that UI code does not override it and possibly make some adjustments.	1	26	7.8	18.2	52
Reports	Developing framework / base classes for generating Regular and Customizable (layout-edit) reports	1	12	3.6	8.4	24
UI Total	TOTAL		294.8	88.44	206.36	590
Additional Functionality	<i>Audit Work Bench</i>	1	7	2.1	4.9	14
Additional Functionality	Training Mode Support	1	16	4.8	11.2	32
Additional Functionality	Data Purge at Client Level	1	5	1.5	3.5	10
Additional Functionality	UAN Administrative Features	1	35	10.5	24.5	70
New Functionality	TOTAL		63	18.9	44.1	126

Data Conversion	Initial adjustments for auto-generated insert/create/constraints scripts to address new schema/name prefixes and table/column name changes.	1	2	0.6	1.4	4
Data Conversion	Updates to “Tables Create (including constraints) & Insert” scripts to add ClientID to relevant 170 tables	170	8.5	2.55	5.95	17
Data Conversion	Defining sequences and updates to “Tables Create & Insert” scripts where a single-integer, artificial, Primary Key (PK) is needed.	275	14	4.2	9.8	28
Data Conversion	Defining sequences and updates to “Tables Create & Insert” scripts where columns need to be split because of different values	5	5	1.5	3.5	10
Data Conversion	Defining sequences and updates to “Tables Create & Insert” scripts where normalization must be addressed	29	17.4	5.22	12.18	35
Data Conversion	TOTAL		46.9	14.07	32.83	94
Penetration testing and security assessment	To assure security in the cloud and on the web it would be warranted to obtain services to perform penetration testing when site is attacked in the Proposer’s lab to find any potential security gaps as well as performing security assessment where code will be revised for potential vulnerabilities. Additional cost component is for development team to implement potential findings. The estimate is 12 weeks for assessment and 8 weeks for fixes.	1	20	6	14	40
Rollout – development Support	The rollout cycle is expected to take about 6-9 months. Assume incremental deployments for bug fixes and minor enhancements, largely during the first 3 months of the rollout. AOS assumes it would not take more than 2 FTE developers over that 3 month period of time.	12	24	7.2	16.8	48
Grand Total	TOTAL (weeks)		953.3	285.99	667.31	1,907

Based on this, AOS anticipates a different mix of resources will be required throughout the engagement to complete the objectives of the rewrite.

In considering the data conversion, AOS anticipates the rollout phase of the application to take several months. The busiest time of year for UAN clients is December through February, so the application rollout will be done between March and November. Each

group of clients being converted over to the new application will transmit a backup to UAN to use to convert their data. Once that backup is made, the current application is locked down from making any additional transactions, but will be accessible to run reports for verification purposes. While their data is being converted, clients will receive training on how to use the new application. Once the data conversion and training are completed, the client will verify that their information has converted over and start to use the new application going forward.

The first phase of clients will be a small subset of clients (around 20 – 50) to ensure there are no issues with data conversion and the application in production. After 2 – 4 weeks to address issues with the first phase of clients, AOS will take on another small group to ensure all conversion and application issues have been addressed. The remaining clients will be converted in groups of 75 – 100 per week in a 6 month timeframe to finish the rollout.

Part Three: Description of Engagement

AOS is seeking to partner with a qualified IT vendor to assist in the rewrite of the UAN application. It is anticipated that this will be a multi-year effort. To be considered for this engagement the Proposer must demonstrate its experience in the rewrite and migration of similar size and complexity of applications to the cloud. The Proposer will be selected based on its qualifications and the qualifications of two named resources. Throughout the duration of the rewrite engagement additional IT resources will be needed. These resources will also be procured through the selected Proposer. All Proposer staff, while remaining employees of the Proposer, will be integrated into the current UAN development team at 88 East Broad St, in Columbus, Ohio and will report directly to AOS UAN staff.

The selected Proposer will provide the two named resources as follows:

- Solution Architect
- Technical Architect

Through the course of the engagement it is anticipated that the following resource types will be required:

- Application Developer (Middle Tier and Back End)
- DBA
- UI Designer/Developer
- Functional Tester
- Performance Tester
- Technical Writer

The following sections describes the attributes of a qualified Proposer as well as the attributes of the qualified named resources.

A. Proposer Requirement

AOS is seeking to partner with a Proposer with the following qualifications¹:

- Demonstrable evidence of prior, successful experience of similar size and scope to UAN:
 - Re-designing a single tier client server application to a three-tier web based architecture through a full software development life cycle.
 - Utilizing the Angular platform for UI development with a responsive design for desktop and tablet browsers.
 - Constructing a .NET business-logic service layer of RESTful APIs.
 - Transitioning an application to AWS cloud including configuring and monitoring the environment.
 - Consolidating multiple databases into one larger single database including securing sensitive data.
 - Mentoring client staff.
- A depth and breadth of staff that allows phased deployment of staff to UAN, fulfilling the project's needs for various skills mixes during development life cycles.

B. Key Resources Requirements

Solution Architect

AOS is seeking a Solution Architect candidate with the following qualifications²:

- Experience in moving a complex client/server application to the cloud.
- Experience with the development process and environments, applicable frameworks (especially .NET Core, Angular), coding languages, and utilities.
- Knowledge of and experience in AWS cloud, with features and options to tailor those to a particular application.
- Pertinent experience in cloud/web security issues, and their mitigation.
- Experience in transitioning a single tier client server application to a three-tier-model structure.
- Knowledge of and experience in defining a discrete service layer of RESTful API services.
- Knowledge of and experience with developing microservices.
- Knowledge of and experience with SQL- databases.

¹ The Proposer should refer to Part Six, Section C of this RFP when providing information about the Proposer's qualifications in response to this RFP.

² The Proposer should refer to Part Six, Section D (Solutions Architect) of this RFP when providing information about the Solutions Architect's qualifications in response to this RFP.

- Able to collaborate and work well with others.
- Excellent at written and verbal communications.
- Possesses organizational and leadership skills.

Project expectations are as follows:

- Oversee the collection and refinement of business requirements and prioritization.
- Knowledgeably advise on buy/build decisions for solution components.
- Incorporate selected solution components into project requirements.
- Collaborate with the Technical Architect on the integration of the application in the cloud environment, including load, scaling, and capacity issues.
- Structure the service layer to maximize the reusability of code.
- Do continual risk assessment of the solution, and develop mitigation plans as needed.
- Advise on best practices for design.
- Contribute to data modeling.
- Assist with updating requirements and system documentation.
- Assist the test team in setting up test-case suites to support repeatable regression testing.
- Observe and mentor team members to ensure they understand the overall solution design.
- With the Technical Architect, monitor and review penetration testing and security assessments to verify secure operation of the application.

Technical Architect

AOS is seeking a Technical-Architect candidate with the following qualifications³:

- Full working knowledge of and extensive experience in software development, methodologies, processes, environments, and system administration:
 - Full SDLC experience.
 - Operating systems (Windows, Linux).
 - Coding and scripting languages and utilities.
 - Applicable frameworks and development tool-sets (especially .NET Core and Angular).
 - Standards and best practices in software design and development.
- Full working knowledge of and extensive experience in AWS cloud environments and operation:

³ The Proposer should refer to Part Six, Section D (Technical Architect) of this RFP when providing information about the Technical Architect's qualifications in response to this RFP.

- Computing, storage, and web hosting.
- Deployment, back-up/recovery, and support.
- Other features, technologies, and services.
- Full working knowledge of and extensive experience in software-application architecture and infrastructure:
 - Web programming, display, and access.
 - Networking, TCP/IP, routing, firewalls, IPs, Ports, DNS, certificates, etc.
 - Databases, data modeling, and SQL.
 - Tiered applications.
 - RESTful API services.
 - Capacity planning.
 - Containerization and orchestration.
- Experience in cloud, API, and web security:
 - Authentication and authorization.
 - Encryption.
 - Intrusion prevention.
 - Data-protection standards/guidelines.
 - Able to collaborate and work well with others
 - Excellent at written and verbal communications
 - Possesses organizational and leadership skills
 - Strong problem-solving aptitude and ability to anticipate problems and issues.

Project expectations are as follows:

- Evaluate and select appropriate cloud components, and produce the project's technical architecture design.
- Create cloud functional design specifications and implementation plans.
- Work with the Solution Architect on capacity planning.
- Assist selecting development tool-sets and dev/test processes, policies, and practices.
- Help development/test team establish efficient dev/test environments.
- Provide technical leadership and support to software development teams:
 - Establish technical-architecture guidance and produce role-model examples of application architecture, design patterns, sample code for services, etc.
 - Enforce design and coding best practices.
 - Advise on high-level designs, data modeling, deployment plans, etc.
 - Actively participate in design and code reviews.

- Observe and mentor developers to ensure that a secure, 3-tier, web-accessed application is built, hosted in the cloud, with business logic cleanly invoked via well-defined, robust, and reusable APIs in a service layer.
- Assist with updating requirements, system documentation.
- With the Solution Architect, monitor and review penetration testing and security assessments to verify secure operation of the application.

C. Transition of Resources

It is the desire of the AOS to maintain the named resources throughout the engagement and to maintain the additional resources during the period they are needed. However, given that this engagement is likely to have a duration of multiple years maintaining a consistent staff is unlikely. During the Submission Requirements section of this document the Proposer will be asked to propose a transition approach for the two scenarios for both the named resources and for the additional resources:

- Transition of staff occurring at the desire of the AOS based on performance and non-performance reasons.
- Transition of staff occurring at the desire of the Proposer based on performance and non-performance reasons.

Part Four: Inquiries and Amendments

Potential Proposers may ask clarifying questions regarding this RFP during the Inquiry Period as outlined in the Schedule of Events and Deadlines. To ask a question, potential Proposers must submit the question to the following e-mail address:

BidQuestions@ohioauditor.gov

Questions are limited to those that seek clarification of this RFP. The question must reference the relevant portion of the RFP and must identify the Proposer asking the question. AOS may, at its option, disregard any questions that do not appropriately reference the RFP, that do not include identification of the originator of the question, or that do not ask a clarifying question in the AOS's opinion. AOS will not respond to any questions received after the inquiry period closes.

Proposers submitting inquiries will receive an immediate acknowledgement that this inquiry has been received as an e-mail acknowledgement receipt. Proposers will not receive a personalized e-mail response to its question nor will they receive notification when the question has been answered. AOS will attempt to respond to all inquiries within two business days.

Proposers may view all inquiries that the AOS responded to and responses by visiting the AOS Bids Management Web Page at: <https://ohioauditor.gov/Procurement/>.

It is the responsibility of all potential Proposers to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding this RFP.

Part Five: Engagement Start Date

Work will begin after approval by State Controlling Board of the contract between AOS and the successful Proposers, on or after the date of the AOS approved purchase order, and after AOS executes a contract with AWS. The prospective Proposer must use the cloud vendor selected by the AOS.

It may be necessary for the AOS to secure funding for the cloud vendor service through the Controlling Board. In such case, any contract made pursuant to this RFP is contingent upon Controlling Board approval of both the contract for services herein provided and the contract for services from the cloud vendor, and the Proposer shall not start any work until the Controlling Board approves funding for the cloud services and the services provided in this RFP. The AOS reserves the right to cancel any contract made pursuant to this RFP without penalty if the necessary Controlling Board approval for cloud services and/or for services herein provided is/are not obtained, including approval for the expenditures in future biennia.

Part Six: Submission Requirements and Format

To be considered for this RFP, the proposal must include all of the information in this Submission Requirements and Format part (“Proposal”). Failure to provide each of the specific submission requirements described below may disqualify a Proposer from evaluation of this RFP and the Proposal will not be considered.

A. Response Submission Information

- i. Cover letter
- ii. Proposer must provide who the response was submitted by. Include the Proposer name and desired single point of contact with name, title, phone number and e-mail address. The Transmittal Letter must be in the form of a standard business letter and be signed by an individual authorized to legally bind the Proposer.
- iii. Proposer must provide a table of contents that explicitly identifies the corresponding section it is responding to under this part. The table of contents must include page numbers.

B. Contracting Mechanism

In order to be considered for this RFP, the AOS requires that interested Proposers have

a contract in place with the State of Ohio, such as a current Ohio State Term Schedule, or another similar State of Ohio contract or procurement mechanism. Please identify the contracting mechanism.

C. Proposer Qualifications

- V-1. Briefly describe successful projects (no more than three projects) where your firm has completed the following items. Each project does not necessarily need to address each point. Please include development tool versions were applicable and URLs if possible:
- a. Re-designed a single tier client server application to a three-tier web based architecture through a full software development life cycle.
 - b. Utilized the Angular platform for UI development with a responsive design for desktop and tablet browsers.
 - c. Constructed a .NET business-logic service layer of RESTful APIs.
 - d. Transitioned an application to AWS cloud including configuring and monitoring the environment.
 - e. Consolidated multiple databases into one larger single database including securing sensitive data.
 - f. Mentored client staff.
 - g. Provided key staff to move a PC-based application to a browser-based web application. Indicate if the Angular platform was used.
- V-2. Provide examples of successful projects where your firm moved a large application to cloud hosting. Describe any major architectural changes made, including the use of IaaS, PaaS, SaaS, DBaaS, etc, and the reasons why those particular cloud components were chosen. List the cloud providers used. Illustrate how the cloud was scaled to fit the applications being moved.
- V-3. Give evidence of expertise in cloud/web/API security (intrusion prevention, authentication and authorization, encryption of data at rest and in transit, etc.) Provide examples of successful projects, standards accommodated (possible examples are IRS, FTC, or PCI), and/or certifications held by employees, etc.
- V-4. Propose a transition approach for the two scenarios for both the named resources and for the additional resources:
- a. Transition of staff occurring at the desire of the AOS.
 - b. Transition of staff occurring at the desire of the Proposer.
- V-5. For your local office or for the level of your organization that will be supporting this engagement please provide your current staffing levels of the following roles:
- a. Solutions Architect
 - b. Technical Architect
 - c. Application Developer (Middle Tier and Back End)

- d. DBA
- e. UI Designer/Developer
- f. Functional Tester
- g. Performance Tester
- h. Technical Writer

V-6. Please provide your organization's recruitment processes and any partnerships that may be used to staff this engagement.

D. Key Resource Selection

Solution Architect

- SA-1. Give a synopsis of your experience as a Solution Architect including years of experience, number of projects, or similar metrics.
- SA-2. Describe projects where you served as the Solution Architect in moving an application to the cloud. Include a technical description of the original application(s), and any architecturally significant changes implemented for the cloud version(s).
- SA-3. Provide an overview of your experience with cloud services, including providers, features used, projects involved, capacity estimation and scaling, and security considerations.
- SA-4. Summarize your development experience, software development life cycle methodologies, environments, frameworks, languages, and utility packages.
- SA-5. For each of the topics listed here, provide a description of Solution Architect experience, or give examples of, where you designed solutions for:
 - a. Transitioning PC-screens-based applications to web pages.
 - b. Working with SQL-based databases.
 - c. Re-architecting a single tier client server application to a three-tier-model structure.
 - d. Moving business logic to RESTful API services.
 - e. Developing and utilizing microservices to benefit from AWS capabilities.
- SA-6. Please provide three professional references preferably from an engagement described above.

Technical Architect

- TA-1. Give a brief synopsis of your experience as a Technical Architect in years, number of projects, or similar metrics.
- TA-2. For each of the topics listed here, provide a description of experience with:
 - a. Development methodologies
 - b. Operating systems.

- c. Programming languages.
- d. Environments, frameworks, tool-sets, utility packages, etc.
- e. Projects where you served as the Technical Architect in moving an application to the cloud. Provide a description of cloud services which were incorporated.

TA-3. Provide a synopsis of your Technical Architect experience with AWS cloud services, and packages or features offered/used, and emphasizing any involvement with estimation and scaling services to fit an application, deployment, back-up/recovery, and security considerations. Include any training taken and/or certifications held.

TA-4. For each of the topics listed here, give a description of Technical Architect experience, or give examples, in which you incorporated or supported that topic in a technical design:

- a. Web programming, display, and access.
- b. Networking, TCP/IP, routing, firewalls, IPs, Ports, DNS, certificates, etc.
- c. Databases, data modeling, and SQL.
- d. Tiered applications.
- e. RESTful API services.
- f. Capacity planning.
- g. Containerization and orchestration.

TA-5. Describe your experience with security topics, giving examples of projects in which you incorporated the following:

- a. Authentication and authorization.
- b. Encryption.
- c. Intrusion prevention.

TA-6. Please provide three professional references preferably from an engagement described above.

E. Proposal of Costs

The Proposer must propose the hourly rate for the two named resources.

- Solution Architect
- Technical Architect

In addition to the two named resources, Proposer must propose an hourly rate range for the following resource types. If an annual rate change is proposed for any of the resource types it must be presented here. The Proposer may choose how to present this detail and may choose to include the level of the resource such as DBA and Senior DBA.

- Application Developer (Middle Tier and Back End)

- DBA
- UI Designer/Developer
- Functional Tester
- Performance Tester
- Technical Writer

Note - Any travel that the Proposer requires to perform its obligation under this effort will be at the Proposer's expense. The AOS will pay for any additional travel that it requests only with prior written approval. The AOS will only pay for all additional travel expenses if the request is made in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code.

Note - The cost proposal should include the costs of insurance.

F. Presence in Ohio

Proposer must indicate if it does or does not have a physical presence in the State of Ohio.

G. Forms and Certifications

- Proposer must complete the certification page (Attachment 1) and it must be signed by a person authorized to legally bind the Proposer.
- Submission of a Proposal indicates acceptance by the Proposer of conditions contained in the RFP, **unless clearly noted in the proposal submitted** and confirmed by agreement between AOS and the Proposer selected.
- An individual who is authorized to bind the prospective Proposer to the provisions of the RFP response must sign the RFP response.

Reservation of Rights: The AOS, may in its discretion, cancel, reissue or reject any or all responses to this RFP, in whole or in part for any reason. Such action may occur for any and all proposals, when the service offered is not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP, the pricing offered is considered to be an outlier in comparison with existing market conditions or exceeds the available funds of the AOS, or it is determined that award of a contract would not be in the best interest of the state. The AOS reserves the right to reject any and all proposals where the Proposer takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.

Part Eight: Evaluation of Proposals

All Proposals will be reviewed and scored by an internal selection committee that may contain UAN and other AOS members. The selection committee may reject any proposals

submitted that are incomplete. The selection committee reserves the right to reject, in whole or in part, any and all proposals.

During the selection process, AOS may request clarifications from any Proposer under active consideration and may give any Proposer the opportunity to correct defects in its proposal if AOS believes doing so does not result in an unfair advantage for the Proposer and it is in the State's best interests. Any clarification response that is broader in scope than what AOS has requested may result in the Proposer's proposal being disqualified.

The AOS reserves the right to interview one, any, all, or none of the firms and/or named resources prior to selection. Interviews, if held, will be performed and evaluated as part of the proposal evaluation by the UAN Director, Development Lead, Development Manager and possibly other AOS staff.

A. Criteria

Proposals will be evaluated using the following sets of criteria: technical proposals (and interviews, if applicable), cost proposals, and Ohio presence.

Criteria	Maximum Available Points
Proposal – Technical (and Interviews, if applicable) <ul style="list-style-type: none"> • <u>Proposer Qualifications Evaluation</u>: Max points – 35 • <u>Key Resource - Solution Architect Evaluation</u>: Max points – 30 • <u>Key Resource - Technical Architect Evaluation</u>: Max points – 30 	95 Points
Proposal – Cost <ul style="list-style-type: none"> • AOS will calculate the cost points using the rates (annualized) provided for the named resources and the ranges for the additional resources using the following method: Cost points = (lowest Proposer's cost/Proposer's cost) x Maximum Available Cost Points 	15 Points
Ohio Presence	2.5 Points
Total Possible Points	112.5 Points

B. Identification of Apparent Successful Proposer

The Proposer that is selected as the apparent successful Proposer will receive notice via email.

C. Negotiations

The AOS and the apparent successful Proposer may engage in contract negotiations. Engaging in contract negotiations with the apparent successful Proposer does not guarantee the outcome of a final, fully executed contract; and contract negotiations may fail. The AOS may cease contract negotiations at any point and return to a prior step in the RFP process, or cancel the RFP issuance if in the best interest of the AOS.

In addition to the information provided in Part Nine (A), the AOS reserves the right to conduct negotiations with one or more Proposers at any point during the RFP review process as outlined in this Part. Proposers may negotiate only the specific aspects of the RFP that the AOS, in its sole discretion, selects for negotiation. Negotiated terms may include, in the AOS's sole discretion, compensation, though compensation will not be the sole factor in determining an award.

D. Contract Award

If AOS awards a contract under this RFP, notice of the Contract Award will be posted on AOS' Bids Management Web Page and notice will be sent to the awarded Proposer via email.

Part Nine: RFP Process Information and Other Contractual Requirements and Considerations

A. AOS Terms and Conditions and Final Contract

- i. **Contract.** If this RFP results in a contract award, the contract will consist of this RFP including all attachments, written addenda to this RFP, the selected Proposer's accepted proposal and written authorization addenda to the selected Proposer's proposal; in addition to any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the contract. The general terms and conditions for the contract are contained herein.
- ii. **Costs.** AOS will not be liable for any costs incurred by a prospective Proposer in responding to this RFP, regardless of whether the AOS awards a contract through this process, decides to cancel this RFP for any reason, or issues another RFP if it is deemed to be in the best interest of AOS to do so.
- iii. **Payment.** In consideration of the selected Proposer's promises and satisfactory performance of the work, the AOS will pay the selected Proposer the amount(s) identified in the response to this RFP (the "Fee") and as negotiated. In no event will payments under the resulting contract exceed a "not-to-exceed" amount in response to the RFP. The selected Proposer's right to the Fee is contingent on the completion and satisfactory performance of the work as set forth in the resulting contract or, in the case of milestone payments or periodic payments of an hourly, daily, weekly,

monthly, or annual rate, all relevant parts of the scope of work tied to the applicable milestone or period. Payment of the Fee also is contingent on the selected Proposer delivering a proper invoice and any other documents the contract requires.

- iv. **Termination.** Unless the contract is terminated or expires without renewal, the resulting contract will remain in effect until the work is completed to the satisfaction of the AOS, including all optional renewal periods for maintenance or continuing commitments, and the selected Proposer is paid. The AOS may, at any time during the term of the contract, suspend or terminate the resulting contract with or without cause by giving written notice to the selected contractor.
- v. **Term and Renewals.** The current Ohio General Assembly cannot commit a future Ohio General Assembly to expenditure. Therefore, the resulting contract will automatically expire at the end of each fiscal biennium (June 30 of every odd year). The AOS may renew a contract in the next biennium by issuing written notice to the selected Proposer of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the work continues, including any optional renewal periods.
- vi. **Certification of Funds.** The AOS's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for the payments and other obligations due as part of the resulting contract, or if the Controlling Board fails to approve the expenditures required pursuant to this contract in a subsequent biennium or the State Term Contract for the cloud vendor (if applicable), the AOS's obligations under the contract will terminate as of the date that the funding expires without further obligation of the AOS. In addition, none of the rights, duties, or obligations in a contract will be binding on the AOS, and the selected Proposer will not begin its performance, until all of the following conditions are met: all statutory provisions under the Ohio Revised Code, including Section 126.07, are met; all necessary funds are made available by the appropriate AOS entities; and if required, the Ohio Controlling Board approves the contract. The AOS may renew the contract for additional one-year or two-year terms, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for the contract in each new biennium, and subsequent approval by the Controlling Board of expenditure for such funds and the State Term contract for the cloud vendor during that biennium. Any such renewal of the contract also is subject to the satisfactory performance of the selected Proposer and the needs of the AOS.
- vii. **Background Check.** For any employees or subcontractors working onsite at any AOS location, the selected Proposer understands that these employees or subcontractors are subject to a background check conducted by AOS. Such a background check may include a review of criminal records, tax records, driving records, eligibility to legally work in the United States, verification of academic credentials or degrees. The AOS may also conduct drug testing or field investigation of certain employees of the selected Proposer or its subcontractors, if the AOS believes such action is necessary. The AOS reserves the right to refuse access to the job site at any time if the AOS determines, in its discretion, that Proposer's employee or subcontractor presents a potential security threat or if there is a change in the

- results of the background check, at any time during the completion of the work.
- viii. **Liability.** The selected Proposer agrees to indemnify and hold harmless and immune the AOS and the State of Ohio from any and all claims for injury or damages arising from the resulting contract which are attributable to the selected Proposer's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint ventures while acting under the contract. Such claims include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights and trademarks. The selected Proposer *must* bear all costs associated with defending the AOS and the State of Ohio against any such claims. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.
 - ix. **Insurance.** The selected Proposer shall provide a certificate of insurance detailing present coverage and limits. Proposer shall be required, at its own cost, to procure and continue in force at all times that any contract resulting from this RFP is in effect. Any insurance policy required hereunder shall include an endorsement naming the AOS and the State of Ohio as additional insureds.
 - x. **Independent Contractor.** During the term of the contract, the selected Proposer and its employees shall be engaged by the AOS solely on an independent contractor basis. The Resources named herein may not report to the AOS (either directly or indirectly through the selected Proposer) on any subject which is a term or condition of their employment. AOS shall likewise not set any term or condition of employment for the Resources named herein; all such terms and conditions shall be determined by the selected Proposer. The Proposer shall not ship any equipment to the AOS without the AOS's prior written authorization. The selected Proposer will be responsible for all of its business expenses and responsibilities, including, but not limited to and if applicable, selected Proposer issued computers, email and internet access, software, phone service and office space, employees' wages and salaries, travel costs, insurance of every type and description, licenses, permits, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party. It is fully understood and agreed that neither the selected Proposer nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Auditor or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement System (OPERS) benefits. Accordingly, no contributions will be made by the Auditor to OPERS on behalf of the selected Proposer.
 - xi. **Network and Computer Use Acknowledgment.** Prior to use, all of the selected Proposer's employees and subcontractor that will use an AOS computer and that are granted access to the AOS network must sign an acknowledgment of AOS's policies concerning computer usage and network access.
 - xii. **Protective Provisions.** The AOS may include protective provisions in the resulting contract for consideration by the selected Proposer. The provision may allow for

- liquidated damages and/or a performance bond.
- xiii. **Resources.** The selected Proposer will use commercially reasonable efforts to ensure the continued availability of resources listed in the response to this RFP, and may not remove those resources from the project without the prior written consent of the AOS. The selected Proposer must have qualified replacement staff available to replace any key personnel, and shall follow a specified procedure for replacement of key personnel if replacement becomes necessary.
- xiv. **Auditing.** During the performance of services required of the selected Proposer under the contract and for a period of three (3) years after its completion, such Proposer shall maintain auditable records of all charges pertaining to this contract and shall make such records available to the AOS as the AOS may reasonably require.
- xv. **Subcontracting.** The selected Proposer may not enter into subcontracts for the services provided under the contract without written approval from the AOS. All subcontract agreements must incorporate the terms and conditions of the contract by reference.
- xvi. **Confidentiality.** The selected Proposer shall not discuss or disclose any information or material obtained pursuant to its obligations under the contract without the prior written consent of AOS.
- xvii. **Rights in Data and Copyright and Public Use.** The AOS shall have unrestricted authority to own, reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the selected Proposer pursuant to the resulting contract. No such documents or other materials produced (in whole or in part) with funds provided to the selected Proposer by the AOS shall be subject to copyright by that Proposer in the United States or in any other country. The selected Proposer agrees that all original works created under the contract shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the AOS. The selected Proposer further agrees that AOS shall retain exclusive proprietary rights to any web application or other work product created, in part or in whole, in conjunction with the selected Proposer's collaboration following the conclusion of the contract and any extensions thereof. The selected Proposer hereby assigns to the AOS all present and future rights and title of any product which may be made pursuant to this RFP, including all copyright rights and title. Additionally, the selected Proposer waives any author rights and similar retained interests in custom-developed material. The selected Proposer shall provide the AOS with all assistance reasonably needed to vest such rights of ownership in the AOS, including executing an assignment of all copyright rights in any product made pursuant to this RFP, whether or not complete, or such other forms of assignment as may reasonably be requested by the AOS. Any requests for distribution received by the selected Proposer, such as requests for public records made pursuant to the Ohio Public Records Act, ORC § 149.43, et seq., shall be promptly referred to the AOS.
- xviii. **Proposer's Representations and Warranties in the resulting contract.**
- a. Nondiscrimination of Employment. Pursuant to ORC § 125.111, Proposer agrees that Proposer, any subcontractor, and any person acting on behalf of

Proposer or subcontractor, will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under the resulting contract. Proposer further agrees that Proposer, any subcontractor, and any person acting on behalf of Proposer or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the resulting contract on account of race, creed, color, religion, sex, age, handicap, national origin, or ancestry. Proposer represents that Proposer has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation, annually, with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services.

- b. Storage & Transmission of Data. The work shall be performed within the United States or otherwise only where the consultant has received prior authorization from the AOS and is defined in the scope of work. No information or data provided by or belonging to the AOS shall be stored, accessed from, or transmitted to outside of the United States.
- c. Ethics Laws. Proposer agrees to adhere to the requirements of Ohio Ethics Laws, Chapter 102 of the Ohio Revised Code. Proposer represents, warrants and certifies that it and its employees engaged in the administration or performance of the resulting contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Proposer further represents, warrants, and certifies that neither Proposer nor any of its employees will do any act that is inconsistent with such laws. No personnel of Proposer who exercise any functions or responsibilities in connection with the review or approval of the resulting contract or carrying out of any of the contract shall, prior to the completion of the services, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to carrying out of the contract. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of the contract, or who voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Auditor in writing. Thereafter, he or she shall not participate in any action affecting the contract unless the Auditor shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- d. Drug-Free Work Place. Proposer shall comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of Proposer's employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while providing services hereunder or on State property.
- e. Findings for Recovery. Proposer affirmatively represents and warrants to the Auditor that Proposer or persons associated therewith either individually or in

the form of another entity is not subject to a Finding for Recovery under ORC § 9.24, or that Proposer and such persons have taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. Proposer agrees that if this representation and warranty is deemed false, the contract shall be void ab initio as between the parties to the contract, and any funds paid by Auditor hereunder immediately shall be repaid to the Auditor, or an action for recovery immediately may be commenced by the Auditor for recovery of such funds.

- f. Compliance with Laws. Proposer, in the execution of its duties and obligations under the resulting contract, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- g. Venue & Forum. This RFP and any contracts resulting from this RFP are governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts have jurisdiction over any action or proceeding concerning a resulting agreement and/or performance thereunder. The selected contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- h. Qualifications to do Business. Proposer affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of the resulting contract, the selected Proposer, for any reason, becomes disqualified from conducting business in the State of Ohio, that Proposer will immediately notify the Auditor in writing and will immediately cease performance of work under the contract.
- i. Campaign Contributions. Proposer hereby certifies that neither Proposer nor any of Proposer's partners, officers, directors, or shareholders, nor the spouse of any such person, has made contributions, if applicable, to the Auditor in excess of the limitations specified in ORC § 3517.13.
- j. Debarment. Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC §§ 153.02 or 125.25.
- k. Boycotting. Pursuant to ORC § 9.76(B), Proposer warrants that Proposer is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the resulting contract.

B. Trade Secrets Prohibition: Public Information Disclaimer

- i. All Proposers are strongly discouraged from including in a response any information that the Proposer considers to be a trade secret, as that term is defined in Section 1333.61(D) of the Ohio Revised Code. All information submitted in response to this RFP is public information once the selection process has concluded, unless a statutory exception exists that exempts it from public release. However, if any information in the response is to be treated as a trade secret, the Proposer must:

- a. Clearly identify each and every occurrence of the trade secret information within the response with an asterisk before and after each line containing trade secret information and underline the trade secret information itself. General language in the footer of the response, such as “this document contains confidential proprietary information and may not be disclosed,” is not an acceptable identification of trade secret information and will not be honored by the AOS.
- b. Include a separate page that lists each page in the response that includes trade secret information and the number of occurrences of trade secret information on that page.

To determine what qualifies as trade secret information, refer to the definition of trade secret as set forth in Ohio Revised Code Section 1333.61(D), which is reproduced here for reference:

“Trade Secret” means information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following:

1. It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
 2. It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- ii. All proposals and any other documents submitted to AOS in response to this RFP shall become property of AOS. This RFP and, after the Contract Award, any proposals submitted in response to an RFP are deemed to be public records pursuant to ORC § 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal, if opened, submitted by the selected Proposer, and any attachments, addenda, appendices, or sample products. By submitting a response to this RFP, the prospective Proposer agrees that if, after a request for disclosure of the RFP response, litigation is brought attempting to compel production of the material or to protect the materials from production, the Proposer **must** be solely responsible, at its sole cost, for any defense, and for establishing the basis for non-disclosure of the information. If an appropriate tribunal determines that the information **must** be disclosed or fails to protect the information from disclosure, the AOS will release the material and the contractor **must** indemnify and hold the AOS harmless and immune from any and all claims for injury or damages arising out of the litigation including, but not limited to, attorneys’ fees.

C. Ethical and Conflict of Interest Requirements

- i. No Proposer or individual, company or organization seeking a contract or other business agreement shall promise or give to any AOS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.
- ii. Any Proposer(s) acting on behalf of AOS shall refrain from activities which could result in violations of ethics and/or in conflicts of interest. Any Proposer who violates the requirements and prohibitions defined here or of ORC § 102.04 of the ORC is subject to termination of the agreement or refusal by AOS to enter into one.
- iii. AOS employees and Proposer(s) who violate ORC §§ 102.03, 102.04, 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

D. Communication Restrictions and News Releases

- i. Formal communications by Proposers to the AOS, which include requests for clarification and/or information concerning this RFP, must be submitted to the AOS via the email address provided in this RFP and will be published and shared with all of the Proposers.
- ii. AOS will comply with ORC § 9.28 at all times during the RFP process until the announcement of a contract.
- iii. Proposer must make no news releases pertaining to the award of this RFP without prior written approval by the AOS.

Attachments

Attachment 1

Certifications

(Must be completed by responding Proposer)

In addition to responding to the foregoing items, this Proposer certifies that:

- A. The Proposer's position as provider to AOS for the services will not create any conflict of interest for the firm or any of its assigned personnel and it will promptly disclose to AOS any such conflict of interest if, as and when it arises and is known to the firm.
- B. The Proposer is an equal opportunity employer and does not discriminate against applicants or employees on the basis of race, creed, color, religion, sex, age, handicap, national origin, or ancestry.
- C. All of the assigned personnel by the Proposer who are not United States citizens will have executed a valid I-9 form and have valid employment authorization documents.
- D. The Proposer is not currently in violation of or under any investigation or review for a violation of any state or federal law or regulation that might have a material adverse impact on the Proposer's ability to serve if selected.
- E. The Proposer has read the RFP, understands it, and agrees to be bound to its requirements.
- F. If awarded a contract arising out of this RFP, the Proposer must negotiate such contract in good faith, which contract must be in a form provided by the AOS.
- G. The Proposer has familiarized itself with the ethics statutes governing state employees and appointees, including those concerning employment of former government employees, gifts, and lobbying.
- H. The firm is registered to do business in the State of Ohio with the Ohio Secretary of State.
- I. The Proposer is and will be during the period of this agreement in compliance with all applicable federal, State and local laws, including but not limited to the applicable provisions of the following for which it also makes the following related certifications:
 - 1. The Federal and Ohio Drug Free Workplace Acts. 41 U.S.C 701(a); ORC § 153.03. The Proposer will make good faith efforts to ensure that all of its employees will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way while working on State property.
 - 2. State of Ohio ethics, campaign financing, and lobbying laws.
 - 3. The Proposer is not subject to an "unresolved" finding for recovery under ORC § 9.24.
 - 4. The Proposer is eligible for award of a contract by AOS pursuant to ORC §§ 125.11; 125.25; and 3517.13.

Proposer:

By: