

The Auditor of State is requesting proposals for:

**Replacement of Dynamics GP financial  
application  
AOS RFP Reference Number: AOS-2024-003**

DATE ISSUED: September 26, 2024

INQUIRY PERIOD BEGINS September 26, 2024

INQUIRY PERIOD ENDS October 23, 2024

PROPOSAL DUE DATE October 29, 2024

**Submission of Proposals**

Responses must be submitted electronically as a PDF document by uploading it to <https://ohioauditor.gov/Procurement/>. A separate Excel workbook of AOS requirements and vendor responses also must be uploaded. The responses must be received no later than 1:00 p.m. Eastern time, on October 29, 2024.

# OHIO AUDITOR OF STATE KEITH FABER



65 East State Street,  
14<sup>th</sup> Floor  
Columbus, Ohio  
43215  
  
(800) 282-0370

September 26, 2024

This is a Request for Proposal by the Auditor of State (AOS). AOS is soliciting proposals from financial management application vendors (vendor) to provide a replacement to our Dynamics GP financial application used to track staff project time for the purpose of generating billing for our audit and other services as well as generating a payroll file for the State of Ohio OAKS system. Specifically, AOS is requesting each vendor provide both the product and continuing support for the product.

After considering the vendors' proposals, AOS will select one vendor that represents the best interest of the AOS. Attached please find a copy of the RFP for this engagement.

Responses must be submitted electronically as a PDF document by uploading it to <https://ohioauditor.gov/Procurement/>. A separate Excel workbook of AOS requirements and vendor responses also must be uploaded. The responses must be received no later than 1:00 p.m. Eastern time, on October 29, 2024.

The anticipated project timeline is as follows:

<b>RFP Issued:</b>	<b>9/26/2024</b>
<b>Inquiry Period:</b>	<b>9/26 through 10/23/2024</b>
<b>Q&amp;A Videoconference (optional) website of this bid.</b>	<b>If held, details will be posted to procurement</b>
<b>Proposal Due Date:</b>	<b>10/29/2024</b>
<b>Evaluation Period Begins</b>	<b>10/29/2024</b>
<b>Oral Presentations (if applicable):</b>	<b>11/05 through 11/15/2024</b>
<b>Contract Award:</b>	<b>TBD</b>

**Work will begin upon award of contract, subject to the approval of the State Controlling Board and on or after the date of the AOS approved purchase order.**

**Deliverables Due Date: MUTUALLY AGREED by AOS and vendor**

(See Part One, Calendar of Events and Project Timetable for more information)

Please direct questions to [BidQuestions@ohioauditor.gov](mailto:BidQuestions@ohioauditor.gov). Vendors may view all inquiries and responses by accessing the AOS Bids Management Web Page at: <https://ohioauditor.gov/Procurement/>. (See Part Three, Inquiries for more information)

Sincerely,



**KEITH FABER**  
Auditor of State

Part One: Executive Summary .....	5
<b>A. Purpose .....</b>	<b>5</b>
<b>B. Organization Background and Overview .....</b>	<b>5</b>
<b>C. Goals and Objectives of this RFP .....</b>	<b>5</b>
<b>D. Calendar of Events and Engagement Timetable.....</b>	<b>5</b>
<b>E. Vendor Videoconference .....</b>	<b>6</b>
Part Two: Application Product/Service Requirements.....	6
<b>A. Required Application Features .....</b>	<b>7</b>
<b>B. Helpful Additional Application Features.....</b>	<b>7</b>
<b>C. Other Application Features .....</b>	<b>8</b>
<b>D. Vendor Services .....</b>	<b>8</b>
Part Three: Inquiries.....	8
Part Four: Specifications of Deliverables.....	9
Part Five: Submission Requirements and Format.....	9
<b>A. Response Submission Information.....</b>	<b>9</b>
<b>B. Expertise.....</b>	<b>9</b>
<b>C. Project Approach.....</b>	<b>10</b>
<b>D. Proposed Resources .....</b>	<b>10</b>
<b>E. Proposal of Costs – Separate Attachment.....</b>	<b>10</b>
<b>A. Proof of Good Standing with State of Ohio.....</b>	<b>10</b>
<b>B. Presence in Ohio .....</b>	<b>11</b>
<b>C. Complete Attachment 1 .....</b>	<b>11</b>
<b>D. AOS Contracts .....</b>	<b>11</b>
<b>E. Acceptance of Terms Unless Noted .....</b>	<b>11</b>
Part Six: Evaluation of Proposals .....	12
<b>A. Review of Proposals .....</b>	<b>12</b>
<b>B. Criteria .....</b>	<b>13</b>
<b>C. Negotiations .....</b>	<b>15</b>
<b>D. Contract Award.....</b>	<b>15</b>
Part Seven: RFP Process Information and Other Contractual Requirements and Considerations .....	15
<b>A. AOS Terms and Conditions and Final Contract.....</b>	<b>15</b>
<b>B. Trade Secrets Prohibition: Public Information Disclaimer .....</b>	<b>16</b>
<b>C. Ethical and Conflict of Interest Requirements .....</b>	<b>16</b>
<b>D. Communication Restrictions and News Releases .....</b>	<b>16</b>

Attachments .....	4
Attachments .....	17
<b>Attachment 1 .....</b>	<b>17</b>
Certifications.....	17
<b>Attachment 2 .....</b>	<b>18</b>
I. Nature of Contract between Vendor and AOS .....	18
II. Termination or Suspension of Vendor's Product/Services .....	18
III. Relationship of Parties .....	19
IV. Auditing .....	19
V. Vendor's Representations and Warranties.....	20
VI. Subcontracting .....	21
IX. Confidentiality.....	21
X. Rights in Data and Copyright and Public Use .....	21
XV. Controlling Law .....	22
XVII. Liability.....	22
XVIII. Certification of Funds .....	22

## Part One: Executive Summary

### A. Purpose

Our current on-premise Dynamics GP (GP) financial management system is coming out of support in the near future. To ensure that the Ohio Auditor of State's Office (AOS) is serving its clients and the taxpayers of Ohio in the most efficient and effective manner possible, AOS is soliciting proposals to replace GP and potentially gain additional functionality.

### B. Organization Background and Overview

As one of five independently elected statewide offices under Ohio's Constitution, the Auditor of State's office strives for clean, accountable and efficient governments for the people of Ohio.

With a statewide staff of more than 800 auditors and other professionals, the Auditor of State's office is responsible for auditing all public offices in Ohio — more than 5,900 entities — including cities, counties, villages, townships, schools, state universities and public libraries as well as all state agencies, boards and commissions.

The Auditor's office also offers performance auditing for state and local public offices, identifies and investigates fraud in public agencies, provides financial services to local governments and promotes transparency in government.

The AOS bills customers for our services monthly. We also bill quarterly for the Uniform Accounting Network which is a financial and payroll application written and supported by our office.

### C. Goals and Objectives of this RFP

AOS seeks to replace the current on-premise financial management system.

### D. Calendar of Events and Engagement Timetable

The schedule for the engagement is given below and is subject to change in the best interest of AOS and/or to comply with the State of Ohio regulations. 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 vendor'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. No contract shall be made with the AOS until the apparent successful vendor is identified, negotiations are completed, and the contract award is announced.

### Dates

<b>RFP Issued:</b>	<b>9/26/2024</b>
<b>Inquiry Period:</b>	<b>9/26 through 10/23/2024</b>
<b>Q&amp;A Videoconference (optional)</b> website of this bid.	<b>If held, details will be posted to procurement</b>
<b>Proposal Due Date:</b>	<b>10/29/2024</b>
<b>Evaluation Period Begins</b>	<b>10/29/2024</b>
<b>Oral Presentations (if applicable):</b>	<b>11/05 through 11/15/2024</b>
<b>Contract Award:</b>	<b>TBD</b>

**Work will begin upon award of contract, subject to the approval of the State Controlling Board and on or after the date of the AOS approved purchase order.**

**Deliverables Due Date: MUTUALLY AGREED by AOS and vendor**

Responses must be submitted electronically by uploading it to this RFP's submission web page, found by navigating the AOS Bids Management Web Page at: <https://ohioauditor.gov/Procurement/>. Submitted documents must be in PDF format and must be no larger than 30 MB. A separate Excel workbook of AOS requirements with vendor responses must also be uploaded. **The responses must be received no later than 1:00 p.m. Eastern time, on October 29, 2024.** A responding vendor bears full responsibility for the timely submission of its response at the prescribed location. **Late submissions will not be considered.**

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 vendor of the terms and conditions contained in the RFP, unless clearly noted in the proposal submitted and confirmed by subsequent agreement between AOS and the vendor selected.

#### E. Q&A Videoconference

The AOS may hold a non-mandatory vendor Q&A Videoconference. If held, the Videoconference is open to all interested vendors and will be conducted to discuss the requirements, terms and conditions, specifications, and any other aspect of the RFP. Conference call number, link, and other information regarding the Videoconference will be posted on the AOS Bids Management Web Page prior the start of the Videoconference. It is the responsibility of the potential vendor to check for information and relevant updates.

## Part Two: Application Product/Service Requirements

AOS seeks to engage a qualified vendor to implement and provide continuous support for a financial management application. The requirements have been assessed in two categories: Required and Helpful. The required application features are contained in the attachment to this solicitation and must be addressed in the RFP as to how the vendor's application meets that requirement. The Helpful application features are contained in the attachment as well

Efficient • Effective • Transparent

and although not required, the RFP should address any of these items that are applicable. The Other Application Features are solicited in section B below. In addition to the Application features, section C. describes the desired system support and implementation services from the vendor regarding the Application.

#### A. Required Application Features

Attached to this RFP is an Excel Workbook titled Application Questionnaire which lists required functionality as well as features that though not required, would be helpful. The first tab of the workbook give instructions on how the vendor should complete the workbook.

#### B. Other Application Features

AOS is interested in additional features not already addressed above that the vendor believes may be beneficial to the AOS. In addition, our current financial management application provides us the ability to include our own custom fields. We have up to 250 custom fields in three areas; employees, audit customers, and project details. Vendors should explain their solution's capabilities related to custom fields as well as explain how we will have access to the custom fields (perhaps through an API) to use in our custom applications.

#### C. Vendor Services

AOS also seeks information regarding services the vendor will provide related to the implementation of the new Application. Implementation should include the migration of data from the old system as well as any steps required to begin the implementation process. AOS is interested in the experience the vendor has with migrating data into their system, as well as any specific experience migrating data from Dynamics GP 2018 R2.

The implementation process should explain how needed configurations will be addressed and if needed, any initial customizations based on our requirements. The process should be described as to steps and expected timeframe.

Given the AOS has numerous custom applications that rely on Dynamics GP's database, we will not be able to simply implement the new application and turn off GP. Therefore, we see the implementation as a two-step process of implementing and configuring the new application environment then finalizing the implementation once our custom applications have been upgraded. This process may take a long period of time. The vendor should explain in detail how the AOS will have access to data inside their application to support the rewrite of our custom application. A detail document explaining our custom applications exists and is available upon request.

The AOS recognizes that some vendor services will be necessary to support our effort to update our custom applications. As an initial estimate, we ask all vendors to include 1,000 hours of services to support this effort. If additional services are needed to support



this effort, a subsequent contract will be negotiated.

Lastly, AOS desires continuous ongoing support for the application, including troubleshooting, regular updates/maintenance, enhanced configuration options and/or customization.

## Part Three: Inquiries

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

[BIDQuestions@ohioauditor.gov](mailto:BIDQuestions@ohioauditor.gov)

Questions are limited to those that seek clarification of this RFP. The question must reference the relevant portion of the RFP, including the Part and the number and/or Part section/subsection title, and must identify the originator of the question. AOS may as 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 opinion of AOS. AOS will not respond to any questions received after 1:00 p.m. on the date that the inquiry period closes.

Vendors submitting inquiries will receive an immediate acknowledgement that this inquiry has been received as an e-mail acknowledgement receipt. Vendors 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.

Vendors 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 vendors 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.

After the inquiry period has concluded, all of the questions and responses on the AOS Bids Management Web Page will comprise the final AOS Question and Answer for the RFP. AOS strongly encourages vendors to take into account any information communicated by AOS in its responses to questions.

## Part Four: Specifications of Deliverables

Implementation shall begin after approval by State Controlling Board of the contract between AOS and the successful vendor, and on or after the date of the AOS approved

Efficient • Effective • Transparent

purchase order.

Negotiations regarding implementation will be conducted directly with the selected vendor/application.

## Part Five: Submission Requirements and Format

To be considered for this RFP, each proposal for each vendor (Proposal) must include all the required submission materials. Failure to provide each of the specific submission requirements described under each section below may disqualify the vendor from evaluation and consideration of this RFP.

### A. Response Submission Information

- i. Cover letter
- ii. Vendor must provide whom the response was submitted by. Include the vendor name and desired single point of contact with name, title, phone number and e-mail address.
- iii. Vendor 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.
- iv. Vendor must submit the cost proposal at the end of the Proposal submission as an attachment. The vendor should label the attachment as “Attachment – [*Vendor Name*], Cost Proposal”

### B. Expertise

- i. Vendor must demonstrate its product presence in Ohio as a reliable financial management application, including references with contact information for at least three examples.
- ii. Vendor must demonstrate it has a minimum of five years’ experience as a financial management application vendor.

- iii. Vendor must identify experience with migration of data from alternate systems into their financial management application. Vendor should also identify any specific experience migrating data from Dynamics GP.
- iv. Vendor must describe standard security features of the application and if applicable, hosting environment.

### C. Project Approach

- i. Vendor must provide a description of how its product/service meets the specifications outlined in each section of Part Two of this RFP.
- ii. Vendor must, based on its implementation plan, provide a list of deliverables that would be produced for this contract and related timeframe.

### D. Proposed Resources

Vendor must describe the team roles that you would propose for implementation and continuing system support service. Give a description of the functions each team member would perform and their experience related to those functions.

### E. Proposal of Costs – Separate Attachment

- i. In an attachment, each vendor must propose **a single, firm, fixed, all-inclusive cost for initial implementation of the new product**. The proposed price is to represent the entire cost the vendor offers for the full and successful implementation of the financial management application. Additionally, each vendor must propose **a single, firm, fixed, annual all-inclusive cost for licenses and annual system support/maintenance (include annual costs for next three years)**. The proposed cost for the deliverables to be provided under the resulting agreement will be the vendor's total cost for the successful completion of the work described in the RFP. Vendors are to use their business expertise in pricing the work described in this RFP, taking into consideration any intervening steps or activities that must be performed to complete the work, and offer their costs accordingly, even if AOS does not explicitly identify those intervening costs in this RFP.
- ii. AOS will not be liable for any costs the vendor does not identify in its Proposal.

### A. Proof of Good Standing with State of Ohio

To be considered for this RFP, AOS requires that interested vendors be in good standing with the State of Ohio. Proof of good standing must be provided in the Proposal.

## B. Presence in Ohio

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

## C. Complete Attachment 1

Vendor must complete the certification page (Attachment 1) and it must be signed by a person authorized to legally bind the vendor.

## D. AOS Contracts

Vendor must list any current contracts the vendor has with AOS. The list must include the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed. If this request is not applicable to the vendor, vendor should state this in its Proposal.

## E. Acceptance of Terms Unless Noted

Submission of a Proposal indicates acceptance by the vendor of the terms and conditions contained in the RFP, **unless clearly noted in the proposal submitted** and confirmed by agreement between AOS and the vendor selected.

**Reservation of Rights:** The AOS, may in its discretion, cancel, reissue or reject all responses to this RFP, in whole or in part for any reason. Such action may occur when 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 excessive 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 vendor 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 Six: Evaluation of Proposals

### A. Review of Proposals

#### i. Initial Review of Proposals by AOS

AOS may reject any Proposals submitted that were incomplete, not timely, or do not meet the formatting or specific requirements listed herein. AOS may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public.

#### ii. Selection Committee Established

All Proposals that pass the initial review below will be evaluated by an AOS internal selection committee.

#### iii. Evaluation Review of Proposals by Selection Committee

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

The selection committee will rate the Proposals submitted in response to this RFP as identified in the Criteria section below. The selection committee has complete discretion to determine and select the proposal that is in the best interest of AOS.

The selection committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various AOS personnel with technical or professional experience that relates to the work or to a criterion in the evaluation process. The selection committee may also seek reviews by end users of the work. In seeking such reviews, evaluations, and advice, the selection committee will decide how to incorporate the results in the scoring of the Proposals. The selection committee may adopt or reject any recommendations it receives from such reviews and evaluations. The selection committee has a right to break the proposal criteria into components and weigh any components of a criterion according to their perceived importance. During the selection process, AOS may request clarifications from any vendor under active consideration and may give any vendor the opportunity to correct defects in its Proposal if AOS believes doing so does not result in an unfair advantage for the vendor 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 vendor's proposal being disqualified.

When the selection committee review has concluded, the evaluation may result in a point total being calculated for each vendor based on the combined total points identified in the Criteria section below.

iv. Oral Presentation – Product Demonstration

When the selection committee's review has concluded, the selection committee may, at its discretion, decide to conduct oral presentations, including product demonstrations. If the selection committee decides to conduct oral presentations, the selection committee has complete discretion to determine which vendor(s) it will request to participate in the oral presentations, however, the selection committee may give preference to vendors with the highest total combined points. Notice of an invitation to participate in an oral presentation will be sent via email.

Oral presentations will be given before the selection committee members, and if AOS desires, other AOS representatives. The key vendor personnel assigned to participate in the implementation of this new product and provide continuing service is preferred to present, and the vendor has the option to include a contracting officer, partner, senior executive or legal authority in the presentations and discussion.

In the event that the selection committee holds one or more oral presentations, the selection committee shall meet again to re-assess the core criteria scores as a result of the oral presentations. The final score for the vendor(s) that participated in the oral presentations shall result in a point total being calculated based on the combination of all of the points assigned in the Criteria established below.

B. Criteria

The selection committee will use the following sets of criteria to score each of the Proposals: the product/service proposals, the cost proposals, presence in Ohio, and if applicable, oral presentations.

<b>Financial Management Application</b>	
<b>Criteria</b>	<b>Maximum Available Points</b>
<ul style="list-style-type: none"> <li>• <u>Application Requirements/Helpful/Other</u> Based on ability to meet criteria in Part Two, sections A and B prescribed above. Max points – 50</li> <li>• <u>Vendor Services</u> Based on ability to meet criteria in Part Two, section C prescribed above. Max points - 30</li> </ul> <p>Note: Section will be rescored if vendor is selected for oral presentation/product demonstration.</p>	<p>80 Points</p>
<p>AOS will calculate the cost points using the following method:</p> <ul style="list-style-type: none"> <li>• Note, the maximum of 20 points will be assigned to the vendor offering the lowest total all-inclusive fixed fee.</li> <li>• The second lowest will receive 10 points</li> <li>• The third lowest will receive 5 points</li> <li>• No other points will be awarded based on price for vendors with the fourth lowest or lower.</li> </ul>	<p>20 Points</p>
<b>Total Possible Points</b>	<b>100 Points</b>

### C. Negotiations

Notice of the apparent successful vendor will be sent to the vendor via email. The AOS and the apparent successful vendor may engage in contract negotiations. Engaging in contract negotiations with apparent successful vendor 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 Seven (A), the AOS reserves the right to conduct negotiations with one or more vendors at any point during the RFP review process as outlined in this Part. Vendors 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. The specific deliverables expected for this RFP may be determined during Project Approach negotiations.

### 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 vendor via email.

## Part Seven: RFP Process Information and Other Contractual Requirements and Considerations

### A. AOS Terms and Conditions and Final Contract

- i. If this RFP results in a contract award, the contract will consist of this RFP including: all attachments, written addenda to this RFP, AOS's acceptance of the vendor's Proposal, and (3) Forms and Certifications; and written authorization addenda to the vendor'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 in Attachment 2 of this RFP. Change orders and amendments issued after the contract is executed may expressly change the provisions of the contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the contract.
- ii. AOS will not be liable for any costs incurred by a prospective vendor 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. If a contract is awarded, AOS will not be liable for any AOS obligations specified in the vendor's proposal, including the cost proposal.



## B. Trade Secrets Prohibition: Public Information Disclaimer

- i. Vendors are prohibited from including any trade secret information as defined in the ORC § 1333.61 in their proposals in response to this RFP. AOS shall consider all proposals or similar responses voluntarily submitted in response to this RFP to be free of trade secrets and such proposals shall, in their entirety, be made a part of public record.
- 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 vendor, and any attachments, addenda, appendices, or sample products.

## C. Ethical and Conflict of Interest Requirements

- i. No vendor 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 vendors acting on behalf of AOS shall refrain from activities which could result in violations of ethics and/or in conflicts of interest. Any vendor 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 vendors 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 vendors 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 vendors.
- ii. From the opening of the Proposals to the Contract Award, everyone working on behalf of the AOS to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other vendors, and the selection committee will not be permitted to tell one vendor about the contents of another vendor's Proposal in order to gain a negotiating advantage.
- iii. Vendor must make no news releases pertaining to the award of this RFP without prior written approval by the AOS.

## Attachments

### Attachment 1

#### **Certifications**

(One certification must be completed by each responding vendor.)

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

- A. The vendor's position as provider to AOS for the scope of product/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 vendor 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 vendor who are not United States citizens will have executed a valid I-9 form and have valid employment authorization documents.
- D. The vendor 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 vendor's ability to serve if selected.
- E. The vendor 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 vendor must negotiate such contract in good faith, which contract must be in a form provided by the AOS.
- G. The vendor 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 vendor 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 vendor 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 vendor is not subject to an "unresolved" finding for recovery under ORC § 9.24.
  4. The vendor is eligible for award of a contract by AOS pursuant to ORC §§ 125.11; 125.25; and 3517.13.

Vendor:

By:

## Attachment 2

This Attachment 2 enumerates and defines the terms and conditions that any ensuing contractual relationship that the AOS may enter into with a prospective vendor. AOS and vendor constitute the “parties” as described in this Attachment 2.

### **I. Nature of Contract between Vendor and AOS**

- A.** Vendor will act as an independent contractor, to fulfill the terms of this RFP and to act as an expert to the AOS. It is specifically understood that the nature of the product/services to be rendered under the RFP are of such a personal nature that the AOS is the sole judge of the adequacy of such services. The AOS thus reserves the right to cancel the agreement between the parties should he at any time be dissatisfied with vendor’s product/performance of its duties under this RFP.
- B.** The AOS enters into an agreement with vendor in reliance upon the representation of vendor that it has the necessary expertise and experience to perform its obligations hereunder, and vendor warrants that it does possess the necessary expertise and experience.
- C.** In the event of a cancellation of this RFP by AOS, vendor shall be paid for all product/services incurred up to the date of cancellation. All provisions of this RFP relating to “confidentiality” shall remain binding upon vendor in the event of cancellation.
- D.** It is fully understood and agreed that vendor is an independent contractor and is not an agent, servant or employee of the Auditor of the State of Ohio.

### **II. Termination or Suspension of Vendor’s Product/Services**

- A.** AOS may, at any time prior to the completion of product implementation/services by the vendor under this RFP, suspend or terminate this RFP with or without cause by giving written notice to vendor.
- B.** Upon receipt of written notice to vendor to suspend or terminate this RFP, vendor shall immediately cease work on the suspended or terminated activities and take all necessary steps to minimize costs; and if requested by the AOS, vendor must furnish a report describing the status of the services.
- C.** Vendor shall be paid for product/services rendered up to the date vendor received notice of suspension or termination, less any payments previously made, provided vendor has supported such payment with detailed factual data containing hours worked and product/services performed. Vendor shall make no claim for additional compensation against the AOS by reason of any suspension or termination.
- D.** At the date Deliverables are due as specified in Part Four of this RFP, and in the

event this RFP is suspended or terminated prior to its completion, vendor, upon payment as specified, shall deliver to the AOS all work products as documents which have been prepared by vendor in the course of providing services under this RFP. All such materials shall become and remain the property of the AOS, to be used in such manner and for such purpose as the AOS may choose. Upon termination of the RFP by either party, all property belonging to the AOS and in the possession of the vendor shall be returned to the AOS prior to final payment to the vendor.

### **III. Relationship of Parties**

AOS and vendor agree that, during the term of this RFP, vendor shall be engaged by the AOS solely on an independent contractor basis. Vendor will be responsible for all of its business expenses and responsibilities, including, but not limited to, computers, email and internet access, software, phone service and office space, employees' wages and salaries, 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. While vendor shall be required to render product/services described hereunder for the AOS during the term of this RFP, nothing herein shall be construed to imply, by reason of vendor's engagement hereunder on an independent contractor basis, that the AOS shall have or may exercise any right of control over vendor with regard to the manner or method of its performance of services hereunder. 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 vendor 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 vendor.

### **IV. Auditing**

During the performance of product/services required of vendor by this RFP and for a period of three (3) years after its completion, vendor shall maintain auditable records of all charges pertaining to this RFP and shall make such records available to the AOS as the AOS may reasonably require.

## V. Vendor's Representations and Warranties

**A. Nondiscrimination of Employment.** Pursuant to ORC § 125.111, vendor agrees that vendor, any subcontractor, and any person acting on behalf of vendor 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 this RFP. Vendor further agrees that vendor, any subcontractor, and any person acting on behalf of vendor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this RFP on account of race, creed, color, religion, sex, age, handicap, national origin, or ancestry. Vendor represents that vendor 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. Ethics Laws.** Vendor agrees to adhere to the requirements of Ohio Ethics Laws, Chapter 102 of the Ohio Revised Code. Vendor represents, warrants and certifies that it and its employees engaged in the administration or performance of this RFP are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Vendor further represents, warrants, and certifies that neither vendor nor any of its employees will do any act that is inconsistent with such laws. No personnel of vendor who exercise any functions or responsibilities in connection with the review or approval of this RFP or carrying out of any of the RFP 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 RFP. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this RFP, 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 shall not participate in any action affecting the RFP unless the AOS shall determine in its sole discretion that, in lights of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

**C. Drug-Free Work Place.** Vendor 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 vendor'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.

**D. Findings for Recovery.** Vendor affirmatively represents and warrants to the AOS that Vendor 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 vendor and such persons have taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. Vendor agrees that if this representation and warranty is deemed false, the RFP shall be void *ab initio* as between the parties to this RFP, and any funds paid by AOS hereunder immediately shall be repaid to the AOS, or an action for recovery immediately may be commenced by the AOS for recovery of such funds.

**E. Compliance with Laws.** Vendor, in the execution of its duties and obligations under this RFP, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

**F. Qualifications to do Business.** Vendor 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 this RFP, Vendor, for any reason, becomes disqualified from conducting business in the State of Ohio, Vendor will immediately notify the AOS in writing and will immediately cease performance of work under this RFP.

**G. Campaign Contributions.** Vendor hereby certifies that neither Vendor nor any of Vendor'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.

**H. Debarment.** Vendor 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.

**I. Boycotting.** Pursuant to ORC § 9.76(B), vendor warrants that vendor 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 this RFP. Contractor affirmatively represents that Contractor is not an organization or company organized under the laws of the Russian Federation or is otherwise barred from conducting business with the Auditor pursuant to Executive Order 2022-02D.

## **VI. Subcontracting**

The Vendor may not enter into subcontracts for the services provided under this RFP without written approval from the AOS. All subcontract agreements must incorporate the terms and conditions of this RFP by reference.

## **IX. Confidentiality**

Vendor shall not discuss or disclose any information or material obtained pursuant to its obligations under this RFP without the prior written consent of AOS

## **X. Rights in Data and Copyright and Public Use**

**A.** The Auditor shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the Auditor shall be subject to copyright by Contractor in the United States or in any other country.

**B.** It is understood by the parties that the Auditor's office is an elected office of the State of Ohio and is subject to the Ohio Public Records Act, Ohio Revised Code Chapter 149.43,

et seq. and that any record kept by the Auditor that is deemed a public record is subject to release if a proper request is made. Contractor agrees that all original works created under the Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Auditor. Any requests for distribution received by Contractor, such as requests for public records made pursuant to the Ohio Public Records Act, O.R.C. § 149.43, et seq., shall be promptly referred to the Auditor.

#### **XV. Controlling Law**

This RFP and the rights of the parties hereunder shall be governed by the laws of the State of Ohio. Jurisdiction is proper in a court of proper jurisdiction in Franklin County, Ohio.

#### **XVII. Liability**

In no event shall either party be liable to the other party for punitive, multiple, enhanced, incidental, special, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages. Vendor shall bear all costs associated with defending the AOS and the State of Ohio against any claims. Vendor agrees to indemnify and to hold the AOS and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this RFP which are attributable to vendor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, their party agents or joint venturers while acting under this RFP. Such claims shall 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.

#### **XVIII. Certification of Funds**

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this RFP shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, ORC § 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio. It is also expressly agreed by the parties that none of the rights, duties and obligations herein shall be binding on either party if award of this contract would be contrary to the terms of Section 127.16, Revised Code, or Chapter 102, Revised Code.