

The Auditor of State is requesting proposals for:

**Media Buying Services for Fraud Awareness Campaign
AOS RFP Reference Number: 2025-001**

DATE ISSUED February 10, 2025
INQUIRY PERIOD BEGINS February 10, 2025
INQUIRY PERIOD ENDS February 20, 2025
PROPOSAL DUE DATE February 21, 2025

Submission of Proposals

Responses must be submitted electronically as a searchable PDF document by uploading it to <https://ohioauditor.gov/Procurement/>. The responses must be received no later than 4:00 p.m. EST, on February 21, 2025.

OHIO AUDITOR OF STATE KEITH FABER



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February 10, 2025

This is a Request for Proposal (RFP) by the Auditor of State (AOS). AOS has stressed the need to identify, report and stop the theft of taxpayer dollars in a timely manner. Increasingly, public agencies are being targeted and millions of public dollars are being lost to criminals each year. To assist in slowing this trend, AOS created and distributed a training video required by Ohio House Bill 33 of the 135th General Assembly, amending Ohio Rev. Code § 117.103, for all Ohio public employees to watch. This training program informs public employees how to better recognize and report fraud within their workplaces and the public sector in general.

AOS will be expanding fraud awareness efforts through a media campaign that will alert Ohioans to the threat posed by criminals targeting public funds. This campaign will communicate with residents of Ohio effectively and efficiently.

AOS is soliciting proposals from reputable media buying services vendors (vendor) to provide comprehensive media buying services, including recommendations for media assets, plans for paid advertisements and/or additional advertisements, and negotiation of advertisement placement with media outlets, as well as production of those advertisements.

After considering the vendors' proposals, AOS will select one vendor based on the criteria set forth in this RFP, which are designed to identify the lowest responsive and responsible bidder. Attached please find a copy of the RFP for this engagement.

Responses must be submitted electronically as a searchable PDF document by uploading it to <https://ohioauditor.gov/Procurement/>. The responses must be received no later than 4:00 p.m. EST, on February 21, 2025.

The anticipated project timeline is as follows:

RFP Issued:	February 10, 2025
Inquiry Period:	February 10, 2025 - February 20, 2025
Proposal Due Date:	February 21, 2025
Technical Evaluation Period:	February 21, 2025 - February 28, 2025
Oral Presentations:	(if applicable)
Contract Award:	TBD
Commence Work:	Upon award of contract, subject to the approval of the State Controlling Board and on or after

Deliverables Due Date:

the date of the AOS approved purchase order Development of campaign strategy, production of advertisements, and all media buys must be completed by June 30, 2025, with the advertisements to run over the next nine to twelve months thereafter.

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

Please direct questions to 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

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Part One: Executive Summary

A. Purpose

To ensure that the Ohio Auditor of State's Office (AOS) is expanding fraud awareness efforts through a media campaign that will alert Ohioans to the threat posed by individuals engaged in fraudulent behavior targeting public funds, AOS is soliciting proposals for a vendor who will, in conjunction with AOS, develop and implement campaign strategies, produce advertisements, and provide media buying services for this campaign.

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.

C. Goals and Objectives of this RFP

AOS seeks to contract with a media buying services vendor to develop and implement a campaign strategy for AOS's fraud awareness campaign and provide comprehensive media buying services for the campaign. The vendor will be responsible for recommending media assets, planning for paid and/or additional advertisements, and then negotiating and procuring placement of those advertisements with media outlets, as approved by AOS. The vendor will also be responsible for producing the advertisements (audio, video, social media, etc.) in accordance with the message and content provided by AOS. AOS may request assistance with script writing for the advertisements.

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

RFP Issued:	February 10, 2025
Inquiry Period:	February 10, 2025 - February 20, 2025
Proposal Due Date:	February 21, 2025
Technical Evaluation Period:	February 21, 2025 - February 28, 2025
Oral Presentations:	TBD
Contract Award:	TBD
Commence Work:	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:	Development of campaign strategy, production of advertisements, and all media buys must be completed by June 30, 2025, with the advertisements to run over the next nine to twelve months thereafter.

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 searchable PDF format and must be no larger than 30 MB. **The responses must be received no later than 4:00 p.m. EST, on February 21, 2025.** 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.

Part Two: Scope of Work

AOS seeks to engage a qualified and experienced vendor to be responsible for all aspects of media buying services, including production of advertisements for placement on audio, video, and social media.

A. Required Services

AOS seeks a vendor who is able to perform the following services, in cooperation with, and subject to input from, AOS:

1. Develop and implement a campaign strategy for AOS's fraud awareness campaign;
2. Develop marketing concepts that effectively alert Ohioans to the threat posed by criminals who are targeting public funds;
3. Develop a webpage that will serve as a landing page for the public to access information regarding AOS's fraud awareness campaign;
4. Recommend media assets that will communicate with residents of Ohio effectively and efficiently;
5. Create plans for paid advertisements and/or any additional advertisements;
6. Determine spaces where ad buys would be appropriate and make recommendations on placements;
7. Negotiate, purchase, and procure placement of those ads with media outlets, as approved by AOS;
8. Produce advertisements including but not limited to audio, video, and social media;
9. Adhere to AOS's brand guidelines and maintain AOS's voice, look, and feel;
10. Provide script assistance upon request by AOS.

B. Project Budget

The total budget for this project, including the cost of media buys, shall not exceed seven hundred thousand dollars (\$700,000.00).

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

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, 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 opinion of AOS. AOS will not respond to any questions received after 4:00 p.m. on the date that the inquiry period closes.

Vendors submitting inquiries will receive an immediate acknowledgement that the inquiry has been received as an e-mail acknowledgement receipt. Vendors will not receive a personalized e-mail response to their 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 Document for the RFP. This document will be posted on the AOS Bids Management Web Page. AOS strongly encourages vendors to take into account any information communicated by AOS in its responses to questions.

Part Four: Specifications of Deliverables

Work shall begin after approval by the State Controlling Board of the contract between AOS and the successful vendor, and on or after the date of the AOS approved purchase order. **Vendor must develop campaign strategy, produce all advertisements, and complete all media buys by June 30, 2025, with the advertisements to run over the next nine to twelve months thereafter.**

All contracted deliverables must be produced in cooperation with AOS and are subject to AOS approval. The contracted deliverables must include, but are not limited to, the following:

1. Creation of a webpage that will serve as a landing page for the public to access information regarding AOS's fraud awareness campaign;
2. Production of two fifteen-second audio advertisements for placement on the radio;
3. Production of two fifteen-second audio digital advertisements;
4. Production of one fifteen-second video digital advertisement;
5. Production of one thirty-second video advertisement for placement on television or the internet; and
6. Negotiation, procurement, and placement of advertisements with media outlets.

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

Part Five: Submission Requirements and Format

To be considered for this RFP, vendor's proposal (Proposal) **must** include all of the information in this Submission Requirements and Format Part. **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. The vendor must include a transmittal letter that:
 - a. Identifies the submitting organization's legal name, address, and phone number (along with parent company name, if any);
 - b. Separately identifies the name, title, phone number, and email address of the person authorized by the organization to contractually obligate the organization;
 - c. Separately identifies the name, title, phone number, and email address of the person authorized by the organization to negotiate a contract on behalf of the organization;
 - d. Separately identifies the name, title, phone number, and email address of the person to be contacted for clarification of the RFP response;
 - e. Explicitly indicates acceptance of the Terms and Conditions in Part Seven of this RFP. If any exceptions, assumptions, or deviations are taken to the terms and conditions described in this RFP, vendor must provide sufficient amplification and justification for each to permit AOS to evaluate the exception, assumption, or deviation; and
 - f. Provides an acknowledgment that the response is valid for a minimum of thirty (30) days from the due date.
- ii. 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.
- iii. Vendor must submit the cost proposal at the end of the Proposal as a separate attachment to the Proposal. The vendor should label the attachment as "Attachment – [Vendor Name], Cost Proposal".

B. Expertise

- i. Vendor must demonstrate its ability to provide comprehensive media production and buying services in Ohio.
- ii. Vendor must describe vendor's experience with a media plan(s) of similar services, including vendor's public sector experience, if any.
- iii. Vendor must provide names and contact information for at least three entities at which they have performed similar projects in the past three years and demonstrate expertise necessary to successfully accomplish this project.
- iv. Vendor must provide at least three samples of its finished work product that demonstrate vendor's ability to produce the deliverables identified in Part Four.
- v. Vendor must provide the role and relevant educational background and experience

for each team member to be assigned to this media buying project sufficient to document collective knowledge and experience adequate to meet the project goals.

C. Project Approach

- i. Vendor must provide a description of its approach for accomplishing AOS's project objectives and describe how its services meet 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. The deliverables must include, at a minimum, those identified in Part Four of this RFP.
- iii. Vendor must identify and describe any proposed Subcontractors. Vendor may not subcontract any work or services of the type described in Part Two (the project scope of work) or Part Four (deliverables) without AOS prior written approval of the subcontract and the proposed Subcontractor.

D. Proposed Resources

Vendor must describe the team roles that vendor would propose to staff the work. Vendor must give a description of the functions each team member would perform and their experience related to those functions. In describing its proposed resources, vendor must specifically indicate whether vendor has the following team members on staff, and if not, how vendor proposes to fill these roles: (1) project manager; (2) writer; (3) graphics designer; (4) media buyer; and (5) videographer.

E. Proposed Statement of Work

Vendor must provide its proposed statement of work for this project.

F. Proposal of Costs – Separate Attachment

- i. Vendor's cost proposal must be submitted as an attachment to the Proposal.
- ii. Vendor's cost proposal must separately address the following two components: (1) vendor's proposed cost for all deliverables and services, with the exception of media buying services; and (2) vendor's proposed mark-up percentage on media procured by vendor.
- iii. Vendor's Proposed Cost for Services and Deliverables:
 - a. Vendor must propose a single, firm, fixed, all-inclusive cost for all deliverables identified in Part Four and services identified in Part Two, with the exception of media buying services.
 - b. Media buying services shall not be included in vendor's single, firm, fixed, all-inclusive cost proposal; rather, media buying services shall be quoted as identified in subparagraph (iv) below;
 - c. The vendor's single, firm, all-inclusive cost must be itemized for each deliverable specified in Part Four and any additional deliverable vendor is proposing. The total must be represented as the not-to-exceed fixed price.

- d. Neither AOS nor the State of Ohio will be liable for any costs the vendor does not identify in its Proposal.
- e. The proposed cost must include all costs associated with performing the work, including travel, shipping, overhead, etc.
- iv. Vendor's Proposed Mark-Up Percentage on Media Procured by Vendor:
 - a. Vendor's proposed cost for media buying services must be expressed in a percentage.
 - b. This percentage will be used to calculate the amount due to vendor for media buying services based upon the actual cost of the media procured by vendor, as approved by AOS. This calculation will be as follows:

Actual Media Cost x Mark-Up Percentage = Amount Due to Contractor for Media Buy

G. Proof of Good Standing with State of Ohio

In order 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.

H. Presence in Ohio

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

I. Forms and Certifications

- i. Vendor must complete the certification page (Attachment 1), and it must be signed by a person authorized to legally bind the vendor.
- ii. 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.
- iii. 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 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. Selection Committee Established

All Proposals that pass the initial review below will be evaluated by an AOS internal selection committee. The selection committee reserves the right to reject, in whole or in part, any and all Proposals and to reject Proposals that are incomplete.

B. 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. Evaluation Review of Proposals by Selection Committee

Proposals that pass the initial review will be distributed to selection committee members. The selection committee will rate the Proposals submitted in response to this RFP as identified in the Criteria section below.

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. In seeking such reviews, evaluations, and advice, the selection committee will first 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. 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 will result in a point total being calculated for each Proposal based on the combined total points identified in the Criteria section below. All Proposals will be ranked based on the combined total points received by each Proposal.

iii. Oral Presentation

When the selection committee's review has concluded, the selection committee may, at its discretion, decide to conduct oral presentation(s). If the selection committee decides to conduct oral presentations, no more than three selected vendors with the highest total combined points will be requested to provide an oral presentation of their Proposals to AOS representatives. Notice of an invitation to participate in an oral presentation will be sent via email.

The key vendor personnel assigned to participate in the work identified under Part Two of this RFP 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. The presentation will not last longer than 60 minutes with no more than an additional 30 minutes (90 minutes total) for AOS representatives to ask clarifying questions about the presentation.

In the event that the selection committee holds one or more oral presentations, the selection committee shall meet again to determine the final score for each of the Proposal(s) that participated in the oral presentation. The final score shall result in a point total being calculated based on the combined total points of the cost proposal, technical proposal, and oral presentation.

C. Criteria

The selection committee will use the following sets of criteria to score each of the Proposals: technical proposals, cost proposals, and if applicable, oral presentations.

Criteria	Maximum Available Points
<p>Proposal – Technical</p> <ul style="list-style-type: none"> Insight and approach to developing marketing campaigns and measuring the success of those campaigns. Max points – 24 Demonstrated ability and capacity to develop innovative, creative campaigns that engage audiences and achieve results. Max points – 24 Company years in business, marketing services provided, project experience and project work with State government agencies. Max points – 16 Education, experience, and list of staff who would be assigned to complete the work, as described under Part Two of the RFP. Max points – 16 Work plan/proposed statement of work to develop marketing concepts that will alert Ohioans to the threat posed by criminals targeting public funds Max Points – 24 Demonstrated willingness and ability to follow a reimbursement model for 	<p>120 Points</p>

<p>media buys, which is the preferred pricing model for State funds</p> <p>Max Points – 11</p> <ul style="list-style-type: none"> Ohio presence Yes – 5 points; No – 0 points 	
<p>Proposal – Cost</p> <ul style="list-style-type: none"> AOS will separately score each of the following two components of the vendor’s cost proposal: (1) Vendor’s fixed, all-inclusive cost for all deliverables and services, with the exception of media buying services; and (2) vendor’s proposed mark-up percentage on media procured by vendor. AOS will calculate the cost points for the vendor’s fixed, all-inclusive cost using the following method: <ul style="list-style-type: none"> ➤ The maximum of 20 cost points for this component will be assigned to the vendor offering the lowest total all-inclusive fixed fee. ➤ All other vendors will be awarded cost points for this component based on the following calculation: <p>Cost points for Fixed, All-Inclusive Cost =</p> <p>(Lowest Vendor’s Cost/Vendor’s Cost) x 20 (Maximum Available Cost Points for this Component)</p> <ul style="list-style-type: none"> AOS will calculate the cost points for the vendor’s proposed mark-up percentage on media procured by the vendor using the following method: 	<p>40 Points</p>

<p>➤ The maximum of 20 cost points for this component will be assigned to the vendor offering the lowest mark-up percentage.</p> <p>➤ All other vendors will be awarded cost points for this component based on the following calculation:</p> <p>Cost points for Vendor's Proposed Mark-Up =</p> $\frac{(\text{Lowest Vendor's Proposed Mark-Up} / \text{Vendor's Proposed Mark-Up}) \times 20}{(\text{Maximum Available Cost Points for this Component})}$	
Total Possible Points if no Oral Presentations	160 Points
Oral Presentation (if applicable)	15 Points
Total Possible Points with Oral Presentation (if applicable)	175 Points

D. Identification of Apparent Successful Vendor

The AOS will tabulate, compile and verify all scores. Notice of the apparent successful vendor will be posted on AOS Bids Management Web Page and notice will be sent to the apparent successful vendor by a letter that is sent via email.

E. Negotiations

The AOS and the apparent successful vendor may engage in contract negotiations. Engaging in contract negotiations with the 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 Statement of Work negotiations.

F. 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 basis of that contract will be this RFP (including all attachments), written amendments to this RFP, the vendor's accepted Proposal, and written, authorized amendments to the vendor's Proposal. The contract will also be based on any materials incorporated by reference in the above documents and will include any purchase orders and change orders issued under the contract. General terms and conditions that will be included in any resulting contract are contained in Attachment 2 of this RFP. In the event of a conflict between any resulting contract and this RFP, written amendments to this RFP, the vendor's accepted Proposal, or amendments to the vendor's accepted Proposal, the contract shall prevail. 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.

B. Trade Secrets Prohibition: Public Information Disclaimer

- i. Vendors are prohibited from including any trade secret information as defined in 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 laws and/or in conflicts of interest. Any vendor who violates the requirements and prohibitions defined here or of ORC § 102.04 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 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 from 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 services will not create any conflict of interest for the firm or any of its assigned personnel, and the vendor will promptly disclose to AOS any such conflict of interest if 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, color, religion, sex, sexual orientation, age, genetic information, disability, military status, national origin, or ancestry.
- C. The vendor will not allow any subcontractor or any person acting on behalf of the vendor or a subcontractor to discriminate, by reason of race, color, religion, sex, sexual orientation, age, genetic information, disability, military status, national origin, or ancestry, against any citizen of this state in the employment of any person qualified and available to perform the work under any contract resulting from this RFP.
- D. 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.
- E. 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.
- F. The vendor has read the RFP, understands it, and agrees to be bound to its requirements.
- G. If awarded a contract arising out of this RFP, the selected vendor must negotiate such contract in good faith, which contract must be in a form provided by the AOS.
- H. 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.
- I. The firm is registered to do business in the State of Ohio with the Ohio Secretary of State.
- J. 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 terms and conditions that will necessarily be included in 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 Relationship Between Contractor and AOS

- A. Contractor will act as an independent contractor, to fulfill the terms of this Agreement and to act as an expert to the AOS. It is specifically understood that the nature of the services to be rendered under the Agreement 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 Contractor’s product/performance of its duties under this Agreement.
- B. The AOS enters into an Agreement with Contractor in reliance upon the representation of Contractor that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- C. In the event of a cancellation of this Agreement by AOS, Contractor shall be paid for all product/services incurred up to the date of cancellation. All provisions of this Agreement relating to “confidentiality” shall remain binding upon Contractor in the event of cancellation.
- D. It is fully understood and agreed that Contractor 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 Contractor’s Product/Services

- A. AOS may, at any time prior to the completion of product/services by the Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to Contractor.
- B. Upon receipt of written notice to Contractor to suspend or terminate this Agreement, Contractor shall immediately cease work on the suspended or terminated activities and take all necessary steps to minimize costs; and if requested by the AOS, Contractor must furnish a report describing the status of the services.
- C. Contractor shall be paid for product/services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payment with detailed factual data containing hours worked and product/services performed. Contractor 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 this Agreement, and in the event this Agreement is suspended or terminated prior to its completion, Contractor, upon payment as specified, shall deliver to the AOS all work products as documents which have been prepared by Contractor in the course of providing services under this Agreement. 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 Agreement by either party, all property belonging to the AOS and in the possession of the Contractor shall be returned to the AOS prior to final payment to the Contractor.

III. Relationship of Parties

AOS and Contractor agree that, during the term of this Agreement, Contractor shall be engaged by the AOS solely on an independent contractor basis. Contractor 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 Contractor shall be required to render product/services described hereunder for the AOS during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that the AOS shall have or may exercise any right of control over Contractor 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 Contractor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the AOS, or public employees for the purpose of Ohio Public Employees Retirement System (OPERS) benefits. Accordingly, no contributions will be made by the AOS to OPERS on behalf of the Contractor.

IV. Auditing

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

V. Contractor's Representations and Warranties

- A. Nondiscrimination of Employment.** Pursuant to ORC § 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, will not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, 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 Agreement. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability or military status as defined in ORC § 4112.01, national origin, or ancestry. Contractor represents that Contractor has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in ORC § 122.71(E), and will file a description of that program and a progress report on its implementation, annually, with the Ohio Department of Development.

B. Ethics Laws. Contractor agrees to adhere to the requirements of Ohio Ethics Laws, Chapter 102 and §§ 2921.42 and 2921.43 of the Ohio Revised Code. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws. No personnel of Contractor who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any part of the Agreement 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 Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the AOS in writing. Thereafter, he or shall not participate in any action affecting the Agreement unless the AOS 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.

C. Drug-Free Work Place. Contractor 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 Contractor'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. Contractor affirmatively represents and warrants to the AOS that Contractor 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 Contractor and such persons have taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation and warranty is deemed false, the Agreement shall be void *ab initio* as between the parties to this Agreement, 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. Contractor, in the execution of its duties and obligations

under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

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

G. Campaign Contributions. Contractor hereby certifies that neither Contractor nor any of Contractor'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. Contractor represents and warrants that it is not debarred from consideration for contract awards by any governmental agency.

I. Boycotting. Pursuant to ORC § 9.76(B), Contractor warrants that Contractor 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 Agreement. 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 Contractor may not enter into subcontracts for the services provided under this Agreement without written approval from the AOS of the subcontract and the proposed subcontractor. All subcontract agreements must incorporate the terms and conditions of this Agreement by reference.

VII. Confidentiality

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

VIII. Rights in Data and Copyright and Public Use

- A.** The AOS 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 AOS 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 AOS 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 AOS 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 AOS. 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 AOS.

IX. Controlling Law

This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

X. 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. Contractor shall bear all costs associated with defending the AOS and the State of Ohio against any claims. Contractor 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 Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint venturers while acting under this Agreement. 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.

XI. Certification of Funds

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement 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.