## **REQUEST FOR QUOTES**

The Auditor of State is requesting quotes for:

Agreed Upon Procedure engagement of Web GAAP application AOS RFQ Reference Number: 2025-003

DATE ISSUED October 9, 2025 INQUIRY PERIOD BEGINS October 9, 2025 INQUIRY PERIOD ENDS October 22, 2025 QUOTE DUE DATE October 23, 2025

#### **Submission of Quotes**

Responses must be submitted electronically as a searchable PDF document by uploading them to <a href="https://ohioauditor.gov/Procurement/">https://ohioauditor.gov/Procurement/</a>. The responses must be received no later than 1:00 p.m. EDT, on October 23, 2025.

Efficient • Effective • Transparent



65 East State Street Columbus, Ohio 43215 ContactUs@ohioauditor.gov 800-282-0370

October 9, 2025

This is a Request for Quotes (RFQ) by the Auditor of State's (AOS) office. AOS has recently taken over hosting and development work for the Web GAAP application. Because of this change, AOS staff can no longer audit the application.

Web GAAP is a web-based application that resides on servers at the State of Ohio Computer Center (SOCC). It is used by Ohio schools, counties, cities and other governmental entities to convert from cash basis accounting to modified and full accrual for GAAP reporting requirements. The Web GAAP application consists of a program to upload cash basis data from a client generated file, a journal entry system, trial balance calculation (i.e., posting GAAP conversion journal entries), and reports. The financial statement GAAP conversion structure is defined by the Auditor of State's Local Government Services (LGS) section. Each entity type uses a different chart of accounts: school, county, or city. In addition, users have a limited ability to customize some of the aesthetics for an entity's reports.

AOS is soliciting quotations from reputable accounting firms (vendor) to provide Independent Software Agreed Upon Procedure of the Web GAAP Application for two periods; March 1, 2025, through December 31, 2025, and February 1, 2026, through July 31, 2026.

After considering the vendors' proposals, AOS will select one vendor based on the criteria set forth in this Request for Quotes (RFQ), which are designed to identify the vendor that offers the best value, based on a combination of qualifications and price.

Responses must be submitted electronically as a searchable PDF document by uploading them to <a href="https://ohioauditor.gov/Procurement/">https://ohioauditor.gov/Procurement/</a>. The responses must be received no later than 1:00 p.m. EDT, on October 24, 2025.

The anticipated project timeline is as follows:

RFQ Issued: October 9, 2025

Inquiry Period: October 9, 2025 – October 22, 2025

Quotation Due Date: October 23, 2025

Technical Evaluation Period: October 24, 2025 – October 29, 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 the date

of the AOS approved purchase order

Please direct questions to <u>BIDQuestions@ohioauditor.gov</u>. Vendors may view all inquiries and responses by accessing the AOS Bids Management Web Page at: <a href="https://ohioauditor.gov/Procurement/">https://ohioauditor.gov/Procurement/</a>. Please see the "Inquiries" section below for more information.

Sincerely,

**KEITH FABER Auditor of State** 

# Organization 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 6,000 entities — including cities, counties, villages, townships, schools, state universities, and public libraries as well as all state agencies, boards, and commissions.

# Services Requested

The AOS is seeking a vendor to deliver an Independent Agreed-Upon Procedures Report (AUP) for the Web GAAP application for two periods:

- Period 1 March 1, 2025, through December 31, 2025
- Period 2 February 1, 2026, through July 31, 2026

Anticipated services for the first AUP will begin in January 2026. Anticipated services for the second AUP will begin in August 2026. The office will consider the results of the first AUP as we plan for a SOC1 Readiness Assessment tentatively scheduled between July 1, 2026, and October 31, 2026.

A detailed description of the effort requested is provided in Appendix A: Web GAAP version AOS 2.0 Agreed-Upon Procedures for Computer Controls for audit entities. The effort for the second AUP will be identical to the first AUP with the exception of the inclusion of clarifications based on the execution of the first AUP.

## **Deliverables**

The deliverables for this effort are as follows:

 Develop an AUP Report based on AICPA Attestation Standards AT-C 215 and the procedures listed in Appendix A: Web GAAP version AOS 2.0 Agreed-Upon Procedures for Computer Controls for audit entities. The same AUP will be used in Period 2 with the exception of including any amended procedures performed.

## Additional Detail

- The AOS will provide vendor with the necessary access to perform the AUP.
- Multiple datasets will be provided by the AOS for Web GAAP, one for a school and one for another entity type.
- It is anticipated that work on the Period 1 AUP will begin in January 2026 and that work for the Period 2 AUP will begin in August 2026.
- Delivery of the audit report for Period 1 will be on or before February 28, 2026, and the audit report for Period 2 will be due on or before September 30, 2026.

- Delays in the commencement of work caused by AOS will result in an extension of the deliverable date by an equal number of days.
- Delays in the commencement of work caused by the vendor will not result in an extension of the deliverable date.

# Response Requirements

The proposer shall adhere to the following response requirements:

- Submit an electronic version of the response and all attachments in searchable PDF format.
- The response shall be signed by a company officer empowered to bind the proposer to the provisions of this RFQ and any contract awarded pursuant to it.
- Each proposer must submit a quote that details:
  - A brief description of the proposing organization that provides detail as to your prior experience in delivering similar services. It is suggested that the description not exceed three (3) pages.
  - O Description of the proposed approach to this effort.
  - O Description of the team composition for Period 1 of the engagement. Each proposer shall submit a named individual for each position in the proposer's work plan. It is requested that a resume for each individual performing work in the proposer's format be provided. Note that resumes for roles like managers, reviewers, quality assurance or similar are not required.
  - o A work plan that shows the level of effort planned in the project.
  - A summary estimate of the hours that the proposer anticipates will be required of
    employees of the AOS during and in relation to the contract and the proposer's
    performance under and completion of the same.
  - o A summary of facility requirements if office space will be required in our 65 East State St. location.
  - O A cost summary for each audit period of the effort planned to include a breakdown of the team, hourly rate, role and effort for each.
  - The period of time during which the proposal submitted in response to this request shall remain valid, open, and subject to acceptance by the AOS which shall not be less than ninety (90) days.
  - o Payment Address.
  - Legal Notice Address.
  - Explicit acceptance of the Terms and Conditions in Appendix B. If any exceptions, assumptions, or deviations are taken to the terms and conditions of Appendix B, the proposer must provide sufficient amplification and justification for each to permit AOS to evaluate the exception, assumption, or deviation.
- All quotes and other material submitted will become the property of the AOS and may be returned only at the AOS's option. Proprietary information should not be included in a proposal or supporting materials because the AOS will have the right to use any materials or ideas submitted in any proposal without compensation to the proposer. Any and all quotes and other material and data that is provided or submitted in response to this Request shall become the property of the AOS and may be returned only at the option and choice of the AOS. AOS is subject to the requirements of the Ohio Public Records Act, Ohio Revised Code Chapter 149. Accordingly, firms must understand that information and other materials submitted in response to this RFQ or in connection with any contract as a result of this RFQ may be subject to disclosure as a public record. Accordingly, responses should not include any confidential or trade secret information.

#### **Evaluation Criteria**

The contract will be awarded to the firm that offers the best value, based on a combination of qualifications and price. The contract may not necessarily be awarded to the lowest price quote.

The AOS reserves the right to interview one, any, all or none of the resources prior to selection.

### **Timeframes**

Request for Quote Issued: October 9, 2025 Inquiry Period Begins: October 9, 2025 Inquiry Period Ends: October 22, 2025

Quote Due Date: October 23, 2025 by 1:00 p.m. Interviews: Only if and as requested by AOS

Award Date: TBD

The AOS reserves the right to amend this schedule in the best interest of the AOS. If AOS changes the schedule before the quote due date, it will do so through an announcement on the AOS Bids Management Web Page, https://ohioauditor.gov/Procurement/. Any extensions of the Quote Due Date/Time will be published on this website as a formal RFQ amendment. It is each vendor's responsibility to check the website for this RFQ for current information regarding this RFQ and its calendar of events through the award of the contract.

# Inquiries

Potential firms may ask clarifying questions regarding this RFQ during the Inquiry Period as outlined in the "Timeframes" section above. Inquiries to this request should be made via e-mail to BIDQuestions@ohioauditor.gov. Responses to the inquiries will be posted to the procurement website.

Questions are limited to those that seek clarification of this RFQ. The question must reference the relevant portion of the RFQ, including the section title, and must identify the originator of the question. AOS may, at its option, disregard any questions that do not appropriately reference the RFQ, 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 RFQ. AOS strongly encourages vendors to take into account any information communicated by AOS in its responses to questions.

## Forms and Certifications

- 1. Vendor must complete and submit the certification page (Appendix C), and it must be signed by a person authorized to legally bind the vendor.
- 2. 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, the vendor should state this in its Quote.
- 3. Submission of a Proposal indicates acceptance by the vendor of the terms and conditions contained in the RFQ, unless clearly noted in the proposal submitted and confirmed by agreement between AOS and the selected vendor.

Reservation of Rights: The AOS, may in its discretion, cancel, reissue or reject all responses to this RFQ, 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 RFQ, 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 AOS. The AOS reserves the right to reject any and all quotes where the vendor takes exception to the terms and conditions of the RFQ or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFQ.

# Delivery of Response

Responses must be submitted electronically by uploading it to this RFQ's submission web page, found by navigating to the AOS Bids Management Web Page at: <a href="https://ohioauditor.gov/Procurement/">https://ohioauditor.gov/Procurement/</a>. Submitted documents must be in searchable PDF format and must be no larger than 30 MB. The responses must be received no later than 1:00 p.m. EDT, on October 23, 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 quote indicates acceptance by the vendor of the terms and conditions contained in the RFQ, unless clearly noted in the proposal submitted and confirmed by subsequent agreement between AOS and the vendor selected.

The AOS has the discretion to select a vendor, to reject responses that are not in the best interest of the AOS, or to cancel this solicitation. The AOS may waive minor defects and/or request clarifications in the responses if doing so does not materially deviate from the specifications or otherwise create an unfair competitive advantage.

The AOS is not responsible for any costs incurred by a proposing organization in responding to this Request for Quote, regardless of whether the AOS awards any contract(s) through this process, decides to cancel this solicitation for any reason, or issues another solicitation if it is deemed to be in the best interest of the AOS to do so. The AOS reserves the right to rescind this RFQ at any time or reject any and all quotes if it is determined to be in the best interest of the AOS.

The AOS reserves the right to negotiate all terms associated with this solicitation, including price. It is entirely within the discretion of the AOS to permit negotiations. A vendor must not submit a response assuming that there will be an opportunity to negotiate any aspect of the response. The AOS is free to limit the negotiations to particular aspects of any response.

The contract will be awarded to the vendor that offers the best value, based on a combination of qualifications and price. The contract will not necessarily be awarded to the lowest price proposal.

#### Additional Information

The terms and conditions of this solicitation are subject to Ohio Revised Code Section 9.27 - State Contracts -Invalid Terms and Conditions. Under Ohio Revised Code Section 9.27, the AOS is prohibited, among other things, from including provisions by which the AOS agrees to indemnify and hold harmless a vendor. These provisions, if added to an agreement, are immediately unenforceable. Vendors must not include prohibited terms subject to Ohio Revised Code Section 9.27 in their standard terms and conditions, manufacturer warranties, and applicable warranty services.

## Communication Restrictions and News Releases

Formal communications by vendors to the AOS, which include requests for clarification and/or information concerning this RFQ, must be submitted to AOS via the email address provided in this RFQ and will be published and shared with all vendors.

From the opening of the Quotes to the Contract Award, everyone working on behalf of the AOS to evaluate the Quotes will seek to limit access to information contained in the Quotes solely to those people with a need to know the information. They will also seek to keep this information away from other vendors and will not be permitted to tell one vendor about the contents of another vendor's Quote in order to gain a negotiating advantage.

Vendors must make no news releases pertaining to the award of this RFQ without prior written approval from the AOS.

# Appendix A – WebGAAP AUP Procedures

Procedures for this are in a separate document posted on the Procurement website. https://ohioauditor.gov/Procurement/.

# Appendix B

This Appendix B 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. "Contractor" refers to the selected vendor.

#### 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 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 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 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 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 that 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 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 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. Workers' Compensation

The IPA shall be required at all times during the term of this agreement to subscribe to and comply with the Workers' Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and to save harmless the Auditor of State and the Public Office from any and all liability from or under said Workers' Compensation act. It shall also furnish, upon request, a copy of the official certificate or receipt showing the payments made as required by law.

#### VI. 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.
- **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, that 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.

#### VII. Subcontracting and Personnel

**A.** 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.

- **B.** Any changes to the Engagement Manager, or senior staff members assigned to manage the work, must be mutually agreed upon in writing by AOS and Contractor.
- **C.** The Engagement Manager and senior staff members assigned to manage the work shall be the sole point of contact with AOS.

## VIII. 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.

#### IX. Rights in Data and Copyright and Public Use

- J. 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.
- **K.** 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.

#### X. 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.

#### XI. 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.

#### XII. 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.

#### XIII. Travel Reimbursement

Any travel that the Contractor requires to perform its obligations under this Agreement will be at the Contractor's expense. The Auditor will pay for any additional travel that it requests only with prior written approval. The Auditor will pay for all additional travel expenses that it requests in accordance with the Ohio Office of Budget and Management's Travel Policy in Ohio Adm. Code Rule 126-1-02.

# Appendix C – Certifications

#### 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 vendor.
- 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 RFQ.
- 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 RFQ, understands it, and agrees to be bound to its requirements.
- G. If awarded a contract arising out of this RFQ, 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.

	and 5517.15.
Vendor:	
By:	
Date:	