



State of South Carolina
Request for Proposal
Software as a Service (SaaS)

Solicitation: 06162017HRIS2RFP
 Date Issued: June 19, 2017
 Procurement Officer: PETRINA F. MARSH
 Phone: 803-737-2808
 E-Mail Address: Petrina.Marsh@sclot.com
 Mailing Address: SCEL Procurement Office
 Attention: Petrina F. Marsh
 PO Box 11949
 Columbia SC 29211-1949

DESCRIPTION: **Human Resources Information System (HRIS)**

USING GOVERNMENTAL UNIT: **South Carolina Education Lottery**

SUBMIT YOUR OFFER VIA EMAIL TO THE FOLLOWING ADDRESS: Petrina.Marsh@sclot.com

SUBMIT OFFER BY (Opening Date/Time): **07/14/2017 2PM EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **06/27/2017 2PM EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original Hardcopy Each of Technical & Price Proposals marked "Original," One (1) Electronic Media Copy of Technical & Price Proposals marked "Copy", and One (1) Redacted Copy via Electronic Media marked "Redacted." (See "Submitting Redacted Offers" provision Section IV, "Submitting Confidential Information," Section II.A.)

CONFERENCE TYPE: N/A DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: N/A
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AWARD & AMENDMENTS	Intent to Award should be posted 08/25/2017 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.sceducationlottery.com/lottery/procurement.aspx
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.
(See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship
 Partnership
 Other _____

Corporate entity (not tax-exempt)
 Corporation (tax-exempt)
 Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p align="right">_____ Area Code -</p> <p align="center">Number - Extension Facsimile</p> <p align="right">_____ E-</p> <p>mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address (check only one)</p>
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ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>____ Calendar Days (%)</p>
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009)

Preferences do not apply per 11-35-1524(E)(5)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE

Preferences do not apply per 11-35-1524(E)(5)

____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address **(check only one)**

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions:

The South Carolina Education Lottery (SCEL) seeks a fully-integrated and comprehensive Human Resources Information System (HRIS) from a single provider. The workforce management system must be delivered through Software-as-a-Service (SaaS) with applications comprised of HR, Payroll, and Time and Attendance. SCEL seeks a SaaS with proven reliability, which requires **little to no customization** outside of the general data setup performed during conversion.

MAXIMUM CONTRACT PERIOD - ESTIMATED

Start date: 01/02/2018 End date: 01/01/2023. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract.

SCEL will choose from one of the following two contract terms, whichever is deemed to be in the best interest of the State. Beginning with the first payroll disbursement pursuant to this RFP, the contract will **either** be for a fixed and maximum term of five (5) years **or** it will be for an initial term of three (3) years with the potential for two (2) optional one year terms.

IMPORTANT DATES RELATED TO SOLICITATION

Below are estimated dates related to this solicitation.

1. Request for Proposal Issued	June 19, 2017
2. Deadline for Offerors to submit Questions	June 27, 2017
3. State's Written Responses to Questions (tentative)	June 30, 2017
4. Submission and Opening of Proposals (2PM EST)	July 14, 2017
6. Intent to Award Posting Date (tentative)	August 25, 2017
7. HRIS Conversion Period	September 6-December 2, 2017
8. Issuance of First SCEL Paycheck	January 2, 2018

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PERSONALLY IDENTIFYING INFORMATION (PII) is any data collected by or on the behalf of SCEL for purposes of the Lottery that could potentially identify a specific individual. Any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data can be considered PII, as described in S.C. Code § 16-13-510.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit of government identified as such on the Cover Page.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should download an electronic copy of the issuance of Amendments from SCEL's Procurement webpage via the following address: <http://www.sceducationlottery.com/lottery/procurement.aspx> ;

(b) Offerors shall acknowledge receipt of any amendment to this solicitation via email:

(1) by signing and returning the amendment;

(2) by identifying the amendment number and date in the space provided for this purpose on Page Two;

(3) by letter; or

(4) by submitting a bid that indicates in some way that the bidder received the amendment.

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-(i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal]; (ii)

As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

S.C. Code of Laws, Section 59-150-10, S.C. Education Lottery Act:

<http://www.scstatehouse.gov/code/t59c150.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

S.C. Code of Regulations, 44-10, S.C. Lottery Commission:

<http://www.scstatehouse.gov/coderegs/Ch%2044.pdf>

DEADLINE FOR SUBMISSION OF OFFER

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered via email and hard copy to the designated purchasing office prior to the opening [R.19-445.2070(G)]. All deadlines established in this Solicitation

are presumed to be Eastern Standard Time (EST) unless specified otherwise.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award,

you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35-4210] A simultaneous copy of the Protest should also be sent by email to Petrina Marsh, Senior Procurement Specialist (SCEL) at Petrina.Marsh@sclot.com.

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation must be received by June 27, 2017; Questions regarding any amendment must be received by the Procurement Officer no later than noon EST on July 5, 2017. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire."

(b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

SEND QUESTIONS AND ALL CORRESPONDENCE VIA EMAIL TO:

Petrina Marsh ("Procurement Officer")

Email: Petrina.Marsh@sclot.com

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time

specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/closings>. [02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION

You must submit a paper offer or modification and the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) Submit the number of copies indicated on the Cover Page.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The

credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONTENTS OF OFFER (RFP) (FEB 2015)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
 - (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
 - (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.
- [02-2B040-2]

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

DEMONSTRATION PRESENTATION

The three (3) highest ranked responsive and responsible Offeror's, meeting the minimum requirements of this RFP after the score sheets are tallied will be required to give a live demonstration of its proposed solution to clarify or verify the contents and the representations made therein. The presentation will be made 'in person' at **the South Carolina Education Lottery, 1333 Main Street, Columbia, South Carolina 29201** and any travel expenses incurred by the Offeror are the Offeror's sole responsibility. The time allotted per individual Offeror to present and demonstrate facts shall not exceed three (3) hours to include question and answer session. **SCEL will notify the responsive and responsible Offerors in ample time to schedule a specific date and time for demonstrations and to help minimize the Offerors travel expenses.**

Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with SCEL or its employees during a demonstration will not violate the restrictions applicable to Offerors.

- a. The activities of the Offeror should be limited to a demonstration of the system as proposed in the URL demonstration and described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration at the conclusion. The Offeror's answers are restricted to statements of facts. Offeror will not be allowed permitted to introduce new information or show products/features not included in their proposal. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal.
- b. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State.
- c. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposed solution.
- d. The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
- e. The Demonstration Presentation Agenda below will be used to assist SCEL in reviewing your response and to gauge how well your solution may meet its organizational goals and objectives. The time allotted for the demonstration shall not exceed three (3) hours, which includes the presentation and further clarifications/questions and answers. Additionally, if time allows, at the end of the demonstration, the

vendor will have the opportunity to show any additional features or functionality offerings that were not previously covered by the demonstration agenda; but were a part of their response. **If an administrator's or user's guide will be supplied, the Offeror should provide that as part of its response to Section IV.**

- f. Vendor will present their demonstration in REAL TIME. The Vendor will be required to supply all components required in order to perform the demonstration onsite. SCEL will provide and ensure internet connectivity and projection screen.

DEMONSTRATION PRESENTATION AGENDA

Agenda Items: The Demonstration Presentation shall not exceed three (3) hours, and will consist of the following topics.

- Introduction
- Presentation of Proposed System
- Ease of use and intuitive user interfaces of a fully-functional system
- Implementation overview
- Discussion of Security System Features, Maintenance, and Technical Support
- Question and Answer Period

MAIL PICKUP (JAN 2006)

The South Carolina Education Lottery picks up all mail from The US Postal Service daily around 3:30 p.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

In competitive sealed proposals, neither the number, identity of offerors, nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - ITMO ADDRESS (JUN 2006)

Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

(a) by email to protest-itmo@itmo.sc.gov,

(b) by facsimile at 803-737-0102, or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

III. SCOPE OF WORK

OVERVIEW

SCEL is a Public Commission and Instrumentality of the State of South Carolina (the State) and operates as an Enterprise Entity, similar to the SC State Ports Authority and S.C. Public Service Commission (Santee Cooper). SCEL's sole purpose is to operate the State's lottery business and transfer its profits to the State to support education. As an Enterprise Entity, SCEL receives no appropriations from the State and is completely self-sufficient; however, SCEL elects to participate in all core benefits offered through the South Carolina Public Employee Benefit Authority (PEBA) Insurance Services, Retirement Services and the SC Deferred Compensation Program. In contrast to traditional State employment, SCEL and its employees are governed by rules applicable to at-will employment. SCEL is not part of the South Carolina Classification and Compensation System, and has designed its own compensation structure with the assistance of a private consulting firm. SCEL does not abide by the State Employee Grievance Procedures Act or pursuant employment policies.

SCEL's Commission and its employees are subject to the South Carolina Consolidated Procurement Code. All procurement contracts must be compliant with South Carolina Code of Laws and Regulations.

SCEL currently utilizes a bundled solution within the ADP Workforce Now 13 application (Attachment A) to manage its Payroll, Human Resources, and Time and Attendance Services.

SERVICES REQUIRED

SCEL seeks a fully-integrated and comprehensive Human Resources Information System (HRIS) from a single provider. The workforce management system must be delivered through Software-as-a-Service (SaaS) with applications comprised of HR, Payroll, and Time and Attendance. SCEL seeks a SaaS with proven reliability, which requires **little to no customization** outside of the general data setup performed during conversion. The proposed solution must comply with all applicable industry-based privacy, financial, security, and ACA regulations and standards.

Listed below are the current conditions under which the Lottery operates to assist Offerors with their response for SCEL's required HRIS applications.

Locations, User Access & Employee Information

1. SCEL has 2 office locations in Columbia, SC, with approximately 45 field service employees, who work out of their home office locations.
2. SCEL has 3-5 users with administrative access to the system.
3. Administrative users access both standard and custom reporting features, over all modules.
4. SCEL does NOT utilize the full functionality of a benefits administration module, as PEBA requires all transactions to be made through their system of record. Outbound carrier connections are also unavailable at the time.
5. All employees utilize the self-service functionality to enter either time worked or time off, as well as to retrieve pay stubs and annual statements.

Payroll Information

1. 123 employees are paid through payroll; SCEL does not expect to exceed 130 employees, unless its statutory mission is expanded.
2. Of these total employees, there are approximately 90 employees classified as salaried-nonexempt, 10 employees classified as hourly, and approximately 20 employees classified as salaried-exempt (paid via auto-pay).
3. SCEL utilizes a Semimonthly Payroll schedule, with pay dates occurring on the 1st and 16th of each month.
4. Hourly and salaried employees are paid through the same pay cycle.
5. All applicable involuntary (taxes, garnishments) and voluntary (insurance, retirement) deductions are associated with each employee's payroll record.

Additional Information

1. Recruitment is handled through the web portal, with the option for automatic, paper-less onboarding.

Your Proposal must be straight-forward, clear and concise; and it must meet **SCEL’s HRIS requirements for the application modules stated more fully herein:**

Human Resources	
Personal Information	Basic contact information, demographic data, dependents, emergency contacts, etc.
Employment Information	Tracking of job title, department, location, FLSA status, employment status, hire dates, corporate groups, etc.; To include unlimited employee history, created on a going-forward basis. Capability to import prior employment history is required.
Benefits Management	Link to Carrier website for employees to view/maintain benefits. To ensure compliance with ACA, to include tracking employee records for evidence of benefit offerings and associated annual 1094(c) and 1095(c) filings.
Salary Administration	Base pay, pay rates, other pay, planning tools and pay grades/structure; Assignment of jobs/positions to salary grades
Performance Review & Administration	Performance Review administration and Management
Employee Development Tracking	Tracking qualifications, competencies, training, certifications, etc. Assignment of employees to various development tracks
Policy Acknowledgment	Assignment of policies to employees and managers, with the capability to record electronic acknowledgements, by employee
Reporting	Functional standard reports; HR metrics and user-friendly report writing/custom reports
Organizational Charts	Assignment of employees to supervisors for various HR workflow needs
Recruitment	To include the creation of customized postings/requisitions and applicant questions; tracking of applicant EEO-1 data
Controls / Audit	System must create the necessary audit trail logs for all additions, deletions or modifications to data, with the ability to view which user/administrator altered the data.

Payroll Services	
Payroll Deductions	Fixed amount and percentage-based deductions, to include applicable employer-related expenses
Wage Garnishment/Liens	To include collection of court-ordered garnishments, levies and child support from employee wages, and make payments to associated agencies.
Group Term Life Calculation	Application of taxes related to group term life elections that exceed \$50,000
Tax Filing Services	To be prepared, filed and deposited (both federal and state), and also issue monthly reports to associated tax authorities (IRS and SC Department of Revenue.) Includes automatic, quarterly updates of tax tables.
Calendar/Year-End Processing	All requirements associated with direct reporting to the proper taxing authorities, including statements of deposits and filings made on behalf of SCEL.
Payment Services	To include both paper (when necessary) and electronic payment options for employees, with access to online pay statements and annual documents.
General Ledger Interface	Custom account report, ready for upload into Microsoft Dynamix Great Plains

Time & Attendance	
Timecard Tracking	Collection of time worked for salaried-nonexempt and hourly employees, via web sheets (no punching or web clocks)
Absence Tracking	Multiple paid time off policy administration & application with FMLA and Worker's Compensation absence tracking. Automated Leave Policy accruals & rules-based (per SCEL employee policies and procedures) with multi-tiered support policies driven by hire date/years of service.

Additional Requirements	
Portal Configuration & Customization	Front-end portal customization tools
Employee/Manager Self Service	To include viewing pay statements and W-2 information, initiate a change in personal W-4 information, initiate and change to direct deposit information, along with other applicable changes.
Custom/Unassigned Fields	For reporting, tracking and auditing purposes of SCEL-related employee data
Security	Tier 4 Data Center to protect/support security of SCEL data. To include features which limit the opportunity for identity theft or other improper use of Personal Identifying Information (PII) and/or financial information.
Technical Support	To include direct support via telephone during business hours, as well as 24/7 self-service support through system website.
Upgrades/Releases	Provide software updates and enhancements at no additional charge. Updates must comply with state and federal employment laws and regulations; provide advance notification of upgrades/updates/enhancements to the system.
Software-as-a-Service (SaaS)	Data Center to be hosted with SaaS Cloud-based platform
SaaS Audit Compliance	System must be compliant and up-to-date with security and technology certifications and audits.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

South Carolina Education Lottery
 1333 Main Street, Suite 400
 Columbia, SC 29201
 [03-3030-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION

All Proposals must be complete and carefully worded and must convey all of the information requested by the State. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the State and the State alone will be the judge as to whether that variance is significant enough to reject the Proposal. Proposals must be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis must be on completeness and clarity of content. Offeror must be prepared to, upon request, provide a demonstration of its proposed solution as detailed in Section IV. Offerors asked to make a demonstration will be notified by the Procurement Officer in ample time to allow offerors time to schedule and make arrangements for demonstrations.

In addition to information requested elsewhere in this Solicitation, to be considered for award, all Proposals must include, as a minimum, the following information. Offerors must restate each of the items listed below and provide their response immediately thereafter. Sections in **bolded red font** shall be used for purposes of evaluation. All information must be presented in the listed order:

CONTENTS OF TECHNICAL PROPOSAL

A. HRIS Approach, Response to System Requirements, URL Demonstration, and Implementation Schedule

Offerors shall describe in detail how their Proposal meets/or exceeds the requirements as described in Section III - **SCOPE OF WORK/SPECIFICATIONS**. It is permissible, and even preferred, to use existing company product literature to answer the requirements in Part III.

1. Offeror shall explain its approach and methodology in providing a comprehensive and fully-integrated solution for a workforce management system in response to Services Required in Section III.
2. Offeror shall provide a "Response to SCEL's Required HRIS Features" describing how Your Proposal meets/or exceeds the requirements in Section III (Attachment B)
3. Offeror shall provide a web-based (URL) demonstration for the Evaluation Panel to view for a minimum period of at least four weeks. This may be presented in the form of an active product demonstration/or a test environment. The information presented in this URL demonstration will assist the Evaluation Panel determining which Offerors qualify for an Onsite Demonstration. (Attachment C)
4. Offeror shall provide an implementation schedule that meets SCEL's requirement to issue the first paycheck on January 2, 2018.

B. Information Security Assessment

Offeror shall provide a written response to further explain their proposed security controls and measures for the following: data and network security, segregation and transportation of data, information security and privacy, password requirements for authentication, and the storage management system for information security. Offeror shall list any security/technology reports or certifications that demonstrate security controls and measures currently in place to adequately provide for the confidentiality, integrity, and availability of the proposed information systems that will be used to access all SCEL information (PII).

1. DATA AND NETWORK SECURITY

- a) Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of PII.
- b) Provide documented requirements for network access standards to ensure that other customers will not accidentally compromise the security of your environments?
- c) What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?
- d) Does the Offeror's hosting environments provide redundancy and load balancing for firewalls, intrusion prevention and other critical security elements?

- e) Does the Offeror provide protection (or receive protection from a third party) for denial-of-services attacks against your hosted solutions?
- f) Describe your incident response policies and practices.
- g) Describe your disaster recovery and business continuity plans.

2. SEGREGATION AND TRANSPORTATION OF DATA

- a) State whether Offeror's customer portal can be restricted to specific IP(s) for SCEL to access the customer portal.
- b) Describe the nature of Network segregation between different customers from end-to-end.
- c) Describe the Data Center where the application is hosted. Is it a shared facility or dedicated to the Offeror?
- d) Explain what mechanisms are used to transport data? What methods are used to safeguard data during transport? At what OSI layer does each of these methods operate? Be sure to cite the use or non-use of encryption during transmission, network traffic segregation, and other relevant safeguards. Where relevant, include descriptions of the encryption protocols and algorithms used.
- e) Describe level of data encryption used (sensitive data only, entire database, etc.)
- f) Will PII be encrypted at rest? Will this information be encrypted when transmitted? Will PII be encrypted during data backups, and on backup media? Please elaborate.

3. INFORMATION SECURITY AND PRIVACY FROM THIRD PARTIES

- a) Identify any third party which will host or have access to ALL PII.
- b) Describe your policies and procedures that ensure access to PII is limited to only those of your employees and contractors who require access to perform your proposed services.
- c) What safeguards and practices do you have in place to vet your employees and contractors who will have access to this information?
- d) Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier sub -contractors.

4. PASSWORD REQUIREMENTS AND AUTHENTICATION

- a) Does the vendor require the use of two-factor authentication for the administrative control of servers, routers, switches and firewalls?
- b) Describe your password capability in regards to complexity requirements, change history, password reuse restrictions, duration requirements, change notification, other features (e.g. filtering of simple passwords through dictionary checks, etc.)
- c) What measures are taken to prevent SCEL login information (i.e. username, password, etc.) from being compromised?
 - i. How many invalid logins attempts may be made before the account is locked?
 - ii. How is an account unlocked?
 - iii. Login, reporting (notifications) and monitoring capabilities?
 - iv. Two-factor authentication or other more secure login method?

5. STORAGE MANAGEMENT SYSTEM FOR INFORMATION SECURITY

- a) Describe who has custody of the data (Contractor, third party subcontractor, etc.) and location where the data is kept (e.g. Texas, Colorado, etc.)
- b) Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where PII will be hosted, accessed or maintained.
- c) Does your company provide maintenance, management, and upgrades of the solution plus information security, intrusion detection, and disaster recovery?
- d) State whether the website and database backend are fully redundant to allow for near 24/7 access in the event of failure.
- e) How will SCEL data be managed after contract termination? Will SCEL data that is provided to the Contractor be deleted or destroyed? When will this occur?

6. SECURITY AND TECHNOLOGY CERTIFICATIONS

- a) List any reports or certifications that you have from properly accredited third-parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all PII.

Applicable compliance certificates/audit reports include:

- ISO/IEC 27001 compliance certificate
 - SOC 1 report
 - AICPA SOC 2 (Type 2) report
 - AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)
 - Safe Harbor Privacy Principles compliance
- b) For each certification, describe the scope of the assessment performed. Will these reports/ certifications remain in place for the duration of the contract? Provide the most recent dates for each of the applicable compliance certificates/audit reports.
- c) Does the Offeror (or third-party partner) perform external penetration tests at least quarterly, and internal network security audits at least annually? Are these audits structured per the International Organization for Standardization (ISO) 17799 (transitioning to ISO 27001) standard, and are audit procedures in compliance with Statement on Auditing Standards No. 70, Service Organizations (SAS 70 Type II)?

CONTENTS OF PRICE PROPOSAL

C. Cost Schedule

Offeror must complete and return separate “Cost Schedules” (Section VIII, Bidding Schedule/Price-Business Proposal) for each of the following two contract terms listed below. Failure to provide a Cost Schedule for each of the two terms below will result in your offer being deemed non-responsive.

Cost Schedule One (1) must be for **a Fixed Term of Five (5) Years AND**

Cost Schedule Two (2) must be for **an Initial Term of Three (3) Years with Two (2) optional One (1) year terms.**

SCEL will choose from one of the two terms, whichever is deemed to be in the best interest of the State.

Beginning with the first payroll disbursement pursuant to this RFP, the contract will **either** be for a fixed and maximum term of five (5) years **or** it will be for an initial term of three (3) years with the potential for two (2) optional one year terms.

The fees for each Cost Schedule shall include one cost for all services performed over the term of the contract including: semi-monthly fees, per feature, per employee for Payroll, Human Resources, and Time and Attendance services, Quarterly fees associated with quarter-end reports and the processing and filing of those reports to the appropriate tax authority or requesting agency, Annual fees associated with the processing of year-end reports, as required by the IRS and ACA, One-Time costs associated with Conversion and Implementation, and any other Miscellaneous fees.

The (two) cost schedules are NOT to be included with your Technical Proposal. Offeror must attach, separate from any other response, the supporting price information as described in Section VIII. Pricing will not be considered until after the Technical Proposal has been fully evaluated. Offeror may include any payment terms or schedule of payments if preferred.

INFORMATION FOR OFFERORS TO SUBMIT - GENERAL

You shall submit a signed Cover Page and Page Two as part of Your Proposal. **When submitting your offer electronically, you must upload an image of a signed Cover Page and Page Two.** Your Offer should include all other information and documents requested in this Part and in Parts II.B, Special Instructions; III. Scope of Work; V, Qualifications; VIII, Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX, Attachments to Solicitations.

A. Cover Letter

Offerors must provide a cover letter which includes a summary of the Offeror's ability to perform the services described herein and a statement that the Offeror is willing to perform those services and enter into a contract with the Lottery Commission. The cover letter must be signed by a person having the authority to commit the Offeror to a contract.

B. Cover Pages 1 and 2 & Amendments

Cover Pages 1 and 2 of Solicitation and subsequent amendment(s)

Offeror shall provide the form of its business, i.e., corporation, partnership, proprietorship or limited liability; the state of incorporation, formation or organization; and the type of business, i.e., law office, collection agency, etc. This includes disclosing any businesses/subcontractors/third parties that will assist the Offeror in performing **any portion of the work that exceeds 20%.**

C. Identifying Information Pursuant to the South Carolina Education Lottery Act

Please note that one (1) representative must be clearly designated as the person authorized to discuss the Offeror's proposal response. Offerors must include this representative's name, telephone number, e-mail address and any other appropriate means for contact of the representative.

Note: Prior to issuing a Final Award, during negotiations, an Offeror and certain personnel will undergo the background investigation as required by the Education Lottery Act. Additional information may be requested at the appropriate time to complete the investigation. By submitting a proposal, the Offeror agrees to timely provide the needed information.

As required by S.C. Code § 59-150-130, Offerors must submit the following information.

1. The name, address, telephone number, and fax number of the legal entity (type of entity) with whom the contract would be executed and, as applicable, the names and addresses of the following, if the Offeror is:
a corporation, the officers and directors and each stockholder in the corporation, except that in the case of owners of equity securities of a publicly-traded corporation, the names and addresses of only those known to the corporation to own beneficially five percent or more of the securities must be disclosed; a trust, the trustee, and all persons entitled to receive income or benefits from the trust; an association, the members, officers, and directors; and a partnership or joint venture, all of the general partners, limited partners, or joint ventures;
2. The states and jurisdictions in which the Offeror does business and the nature of the business for each such state or jurisdiction.
3. The states and jurisdictions in which the Offeror has contracts to supply gaming goods or services including, but not limited to, lottery goods and services, and the nature of the goods or services involved for each state or jurisdiction.
4. The states and jurisdictions in which the Offeror has applied for, sought renewal of, received, been denied, or had revoked, or has issuance pending of, a lottery or gaming license of any kind or had fines or penalties assessed to his license, contract, or operation and the disposition of each in each state or jurisdiction. If a lottery or gaming license or contract has been revoked or has not been renewed or a lottery or gaming license or application has been denied or is pending and has remained pending for more than six months, all of the facts and circumstances underlying the failure to receive a license must be disclosed.
5. Details of a finding or any plea, conviction, or adjudication of guilt in a state or federal court of the Offeror for a felony or other criminal offense other than a traffic violation.

6. Details of any bankruptcy, insolvency, reorganization, or corporate or individual purchase or takeover of another corporation, including bonded indebtedness, or pending litigation of the lottery vendor.
7. Name, address, telephone number, and fax number of the South Carolina office, if different from above.
8. A statement that the Offeror understands that a lottery vendor ["Lottery vendor" means a person who provides or proposes to provide goods or services to the South Carolina Lottery Commission pursuant to a procurement contract, but does not include an employee of the commission, a lottery retailer, or a state agency or instrumentality of the State. The term includes a corporation whose shares are traded publicly and which is the parent company of the contracting party in a procurement contract.] shall not contribute, for a period of twelve months before entering into the procurement process, except that during the first twelve months the period must be from the date of enactment, and during the term of the contract, to or make independent expenditures relative to the campaign of a candidate for the General Assembly or a statewide constitutional office; to any political party, as defined in Section 8-13-1300(26); or to a committee, as defined in Section 8-13-1300(6). These prohibitions and restrictions described do not apply to a lottery vendor that is a federally-chartered or insured financial institution that provides only usual and customary banking services as a lottery vendor, but do apply to the vendor's employees and their immediate family members who are involved on a day-to-day basis in providing the goods or services that are the subject of the contract with the commission.
9. A statement that the Offeror understands that a lottery vendor must not enter into a contract for the purpose of influencing a political decision in connection with the operation of the lottery, and a lottery vendor must not employ, contract with, or otherwise authorize a lobbyist, as defined in Section 2-17-10(13), to engage in lobbying, as defined in Section 2-17-10(12), on behalf of the lottery vendor for the purpose of influencing a political decision in connection with the operation of the lottery.

NOTE: If at least twenty percent (20%) of the cost of this contract will be subcontracted or performed by a third party partner, the Offeror shall identify that person for whom additional information may be required (Attachment D).

D. REFERENCES

Provide at least three (3) references that SCEL may contact regarding the evaluation of prior services performed as requested in this RFP. References must include the business name, contact name, address, telephone number, e-mail address, and web address, if available. (Attachment E)

SUBMITTING REDACTED OFFERS

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies – Required Format" and "Submitting a Paper Offer or Modification"). Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password.

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR

- (1) To be eligible for award, You and/or Your Partners must have the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.
- (2) You and/or Your partners must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.

PARTNER/SUBCONTRACTOR/ THIRD PARTY – IDENTIFICATION

If you intend to subcontract, or partner, with any third party at any tier level, or with another business for any portion of the work and that portion either (1) exceeds 20% of your cost, (2) involves access to any "SCEL PII data," as defined in the clause entitled "Information Security – Definitions," or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. In determining your responsibility, the state may contact and evaluate your proposed subcontractors or partners. (Attachment D)

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror.
[06-6040-1]

DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

EVALUATION FACTORS -- PROPOSALS (JAN 2006)

Offers will be evaluated using only the factors stated below. Each proposal that is, in the opinion of SCEL, in full compliance with the mandatory requirements of the RFP will be evaluated based on the following criteria, which are listed in the order of relative importance with the first (1st) factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Evaluations will be done in a two (II) phase process with total combined possible points of one hundred-twenty (120). Phase one (I) will consist of the technical proposal and price proposal with possible points of one-hundred (100). Phase two (II) will be a demonstration of the offeror's proposed system/service via a live demonstration with possible points of twenty (20).

PHASE ONE (I)

TECHNICAL PROPOSAL – 70 potential points

Capabilities, functionality, and security

The completeness and suitability of the Offeror's proposal, as well as Offeror understanding of the scope of work and ability to meet or exceed all of the following review elements –

1. The overall quality of the product(s) being proposed and the ability to provide a comprehensive array of core and advanced HRIS services for SCEL in response to Section IV. A. Items 1 and 2.
2. Ease of use and intuitive user interfaces for administrators and employees based on Offeror's proposed URL demonstration of a fully functional system in response to Section IV. A. Item 3.
3. The Offeror's implementation schedule, HRIS maintenance updates, technical support, and training plans in response to Section IV. A. Item 4.
4. The security features, system design, security measures and practices used to protect SCEL PII and unauthorized access to confidential information in response to Section IV. B. Items 1-6.

PRICE PROPOSAL – 30 potential points

The Price Proposal must be submitted separately from the Technical Proposal. The Price Proposal must include separate Cost Schedules for each of two contract terms listed below. SCEL will choose from one of the following two terms, whichever is deemed to be in the best interest of the State.

Beginning with the first payroll disbursement pursuant to this RFP, the contract period will **either** be for a fixed and maximum term of five (5) years **or** it will be for an initial term of three (3) years with the potential for two (2) optional one year terms.

Failure to provide a Cost Schedule for each of the two terms below will result in your offer being deemed non-responsive.

Cost Schedule One (1) must be for **a Fixed Term of Five (5) Years AND**

Cost Schedule Two (2) must be for **an Initial Term of Three (3) Years with Two (2) optional One (1) year terms.**

The Total Cost of Ownership must be included for each of the two Cost Schedules which may include the following: any Semi-Monthly, Quarterly, Annual/Year-End, and Conversion fees that may be incurred throughout either Term of the Contract. If the fees to determine the Total Cost are derived on a per-employee basis, the maximum headcount of 130 employees should be used.

Total potential points for Phase one (I) = 100 Points

PHASE TWO (II)

Up to three of the most advantageous Offerors, who meet the minimum requirements of this RFP after the score sheets are tallied, will be required to give a live demonstration of its proposed solution to clarify or verify the contents and the representations made therein. The presentation will be made 'in person' at **the South Carolina Education Lottery, 1333 Main Street, Columbia, South Carolina 29201** and any travel expenses incurred by the Offeror are the Offeror's sole responsibility. The time allotted per individual Offeror to present and demonstrate facts shall not exceed three (3) hours to include question and answer session. **SCEL will notify the responsive and responsible Offerors in ample time to schedule a specific date and time for demonstrations and to help minimize the Offerors travel expenses.**

DEMONSTRATION AGENDA The vendor demonstration agenda is outlined in Section II.B. in the DEMONSTRATION PRESENTATION AGENDA.

Total potential points for Phase two (2) = 20 Points

Total potential points for Phase one (I) and two (2) = 120 Points

VII. TERMS AND CONDITIONS - A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

AUDIT

Upon reasonable notice, SCEL may audit financial records related to payroll HRIS services of the Contractor to resolve any discrepancy between SCEL HR's records and Contractor's records.

SCEL reserves the right to inquire through a questionnaire, documents request or other form, for information relevant to any aspect of the Contractor's management of SCEL PII, data integrity and security. Contractor agrees to comply with the above stated requirement and provide, in a timely manner, the information requested by SCEL as part of its audit duties pertinent to this Contract.

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW

The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Contract" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE

SCEL understands that an Offeror may expect SCEL to agree to a contract it uses. SCEL will entertain and may execute that document if it does not materially alter the documents referenced below.

(a) Any Contract resulting from this solicitation shall consist of the following documents that define the elements of the contractual relationship between SCEL and the successful Offeror:

(1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an Offer, if applicable, (4) your Offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other

instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

DISPUTES AND JURISDICTION

(a) Choice-of-Forum. All disputes, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Contract is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Contract" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

(b) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including any optional terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE

SCEL is prohibited from indemnifying a private party by state law. Any term or condition is void to the extent it requires SCEL to indemnify, defend, or pay attorney's fees to anyone for any reason. The Offeror shall defend and indemnify SCEL, its officers and employees and the State against any action or remedy arising out of the Offeror's negligent or intentional acts relating to its performance. The Contractor, as part of its duty of indemnification, is required to defend and hold harmless SCEL from any costs arising out of the prosecution or defense of any action arising out of the Offeror's performance.

NOTICE

(a) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (4) upon actual delivery by reputable courier (e.g., FedEx, UPS, DHL, etc), as confirmed by the courier's verifiable proof of delivery. (b) Notice to Contractor shall be to the address identified as the Notice Address on Page Two. Notice to the State shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. (c) After issuance of the Notice to Proceed, all Notices to SCEL should be sent to:

SCEL Executive Director
South Carolina Education Lottery
Post Office Box 11949
Columbia, SC 29211-1949

A copy should be sent via email to:
SCEL Legal Department
Dolly.Garfield@sclot.com

Ship to address:

1333 Main Street, Suite 400
Columbia, SC 29201

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT & INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration,

including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1] Mandatory. The implications of this clause are illustrated by the following example. If the state buys a widget and a warranty for the widget, the warranty does not end simply because the remainder of the contract is terminated for convenience. 7A080-1

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

(a) All government information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor’s possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following: (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith; (b) method of shipment or packing; (c) place of delivery; (d) description of services to be performed; (e) time of performance (i.e., hours of the day, days of the week, etc.); or, (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor’s cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor’s claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

CONTRACT INTERPRETATION

In the event there are any disagreements between the parties regarding the application of this Contract or SCEL’s requirements arising from any interpretation of the Request for Proposal, the Contract, or otherwise, Contractor agrees to defer to the reasonable interpretations of SCEL. This provision applies to all matters including, but not limited to, disputes concerning whether Contractor is required to provide some service or item including scope of work issues, whether particular items or services were included in the scope of work agreed to by the parties, change orders, contract modifications or other deviations. Failure to receive the prior written and express approval of SCEL prior to implementing any changes to the requirements provided for hereunder, for which requests for extra or additional compensation are thereafter submitted by the Contractor to SCEL, shall impose no liability for payment upon SCEL and may be rejected by SCEL without recourse. In summary, if both parties have a reasonable interpretation regarding application of the Contract, Contractor agrees to defer to SCEL’s interpretation.

CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY

(A) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, a policy or policies of insurance covering losses and claims which may arise from or in connection with the unauthorized release of Personally Identifying Information and/or financial transactional information stored in the Contractor's System that relate to the performance of the work and the results of that work by the Contractor, his agents, representatives, employees, subcontractors or any other entity for which the Contractor is legally responsible.

(B) Coverage must include claims for: (i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form; (ii) privacy risks, including (a) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (b) loss or disclosure of confidential information; and (c) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations; The Contractor must have the coverage in place within fifteen (15) days after the Notice to Proceed prior to receiving any data containing the information referenced in (A), whichever event occurs first. SCEL reserves the right to approve any policy prior to binding.

(C) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy affecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law. (b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any

settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction. (c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. (d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INFORMATION SECURITY - DEFINITIONS (FEB 2015)

The following definitions are used in those clauses that cross reference this clause.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.

Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

(a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

Intrusion means an unauthorized act of bypassing the security mechanisms of a system.

Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

Safeguarding means measures or controls that are prescribed to protect information.

Voice means all oral information regardless of transmission protocol.

(b) Safeguarding Information. Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) Safeguarding requirements and procedures. Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

(1) Protecting information on public computers or Web sites. Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.

(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) Subcontracts. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) Other contractual requirements regarding the safeguarding of information. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

INFORMATION SECURITY AND STATUTORY OBLIGATIONS

All material and information provided to the Contractor in performance of the Contract, whether verbal, written, recorded on magnetic media, transferred electronically, cards, or otherwise, shall be regarded as the property of SCEL and is deemed to be confidential information. The Contractor agrees to take all necessary steps to safeguard the confidentiality of such material or information and respond to an unauthorized release or security breach, in conformance with all applicable Federal and State statutes and regulations, including but not limited to, S.C. Code

Ann. § 1-11-490, S.C. Code Ann. § 30-2-10 et seq. and S.C. Code Ann. § 30-2-310 et seq., throughout the term of the Contract. The Contractor agrees not to release any information provided by SCEL or any information generated by the Contractor without the prior express written consent of SCEL and further agrees not to use the data or materials for any other purpose than its performance for SCEL under this Contract except as otherwise required by law.

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)

To the extent applicable: (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490. (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee. (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq. (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq. (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

OBLIGATIONS AND REQUIREMENTS AT END OF CONTRACT TERM

The Contractor's obligations to perform commences once provided the Notice to Proceed. Unless terminated as provided in this Contract, the Contract term is for a maximum of a five-year performance period, meaning five years from the first payroll, which is expected to be January 2, 2018. The awarded contract will either be for a fixed and maximum term of five (5) years or it will be for an initial term of three (3) years with the potential for two (2) optional one year terms. As the end of the term of this Contract approaches, the Contractor providing services under this Contract agrees to cooperate with SCEL and the next Contractor (Successor) to assist in the conversion of the System provided for in this Contract by providing any and all materials, data, records, databases, software and all other things that are the property of SCEL in the Contractor's possession. These services and information will be provided without delay as needed by the Successor provider at no cost to SCEL with the understanding that this requirement does not include proprietary materials listed by the Contractor pursuant to this Contract. Contractor understands and agrees that the purpose of these requirements and duties imposed on the Contractor is so that no disruption of HRIS, payroll, or time and attendance services will occur at any time during any transition from the Contractor to the Successor.

OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY

All information, data and other records relating to SCEL employees or employers (SCEL-related data) entered into any software/databases supplied and maintained by the Contractor pursuant to this Contract belongs exclusively to SCEL. The Contractor shall not, without SCEL's prior written consent, copy or use SCEL-related data except to carry out contracted work and will not transfer SCEL-related data to any other party not involved in the performance of work pursuant to this Contract. All SCEL-related data will be returned to SCEL upon termination of the Contract.

RELATIONSHIP OF THE PARTIES

Neither party is an employee, agent, partner, or joint venture of the other. **Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.** [07-7B205-1]

SECURITY AND DATA PROTECTION

Offeror must utilize reasonable procedures to ensure reliable protection of financial data and personal identifying information (PII) (as defined in S.C. Code § 16-13-510) under the control of the Contractor. In the event of a data security breach of the Contractor's product(s) supplied and under the control of the Contractor pursuant to this Contract relating to protection of financial data and/or the PII of SCEL employees and dependents, the Contractor is required to provide post-breach protection (coverage) for impacted SCEL employees and dependents at no cost to SCEL or the affected parties. Coverage must include credit and non-credit identity protection monitoring for a minimum period of three (3) years. Monitoring must include protections and detection services relating to identity theft, financial theft, and other potential unlawful activity. The Contractor may provide coverage and protection to SCEL, its employees and dependents through insurance acquired by the Contractor or through self-insurance of the Contractor. This provision/coverage shall not apply to a security breach resulting from the action or inaction of an

SCEL employee as it relates to the proper use of the Contractor's product(s) or from a security breach of PII for records maintained in computer system(s) under the control of SCEL.

SOFTWARE LICENSING AGREEMENTS—SINGLE SOLICITATION (FEB 2015)

(a) Definitions. As used in this clause, these terms are defined as follows:

"Commercial Off-The-Shelf (COTS) Software" means software used with no customization and for which source code is not made available to licensees. **"Configuration"** means any customer-specific modification to software that does not require changes to the software's source code, such as rules-based, rules engine based, or parameter driven modifications to configure the software. **"Customization"** means any customer-specific modification to software that requires changes to the software's source code. **"Firmware"** means software sold or licensed only in conjunction with machines, designed for execution only on a machine with which it is provided, designed only for machines other than a dedicated computer, and embedded into or installed on the machine by the machine's manufacturer or seller. **"Licensor"** means an entity that owns the intellectual property rights for an item of software or has the authority to license or sublicense the software directly to the using governmental unit. **"Piggyback"** means the document attached to this solicitation and entitled South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software – Single Agency, which serves as South Carolina's standard amendment to a licensor's standard software licensing agreement (regardless of how denominated, e.g., master software licensing agreement, end user license agreement) for COTS. [Note: While the piggyback is generally indicative of what the State finds acceptable, terms in a Licensor's standard software licensing agreement may need to be negotiated.] **"Software"** means a combination of computer instructions and data definitions that enable computer hardware to perform computational or control functions, excluding firmware. **"Software licensing agreement"** means any agreement, regardless of how designated, that defines the intellectual property rights for, or the rights to use, any software product. A software licensing agreement must address only terms directly associated with licensing the right to use the software and must not address any of the work governed by the contract or any services (other than warranty services regarding the software code or associated documentation). **"Software maintenance"** means the process of modifying software after delivery to correct faults, improve performance or other attributes, or adapt to a changed environment. (Reference ISO/IEC 14764:2006, as amended or superseded.) Software maintenance does not include any customization or configuration. **"Software product"** means any COTS which you propose to provide pursuant to the contract. **"Source code"** means computer instructions and data definitions expressed in a form suitable for input into an assembler, compiler or other translator. (b) Contract and Software Licensing Agreement are Separate. The State seeks to establish related but independent agreements, one with each applicable licensor of COTS and one with the contractor - regardless of whether the licensor and the contractor are the same or different entities. As provided in the clause titled **"Bid / Proposal As Offer To Contract,"** a contract between the State and the contractor results from an award made pursuant to this solicitation. In contrast, the State's acceptance of your offer does not serve as the State's acceptance of any software licensing agreement; rather, software licensing agreements must be separately executed in order to be binding, regardless of whether the license to use the software will be granted by you or a third party. The contract, as defined in the clause titled **"Definitions,"** will address all work (excluding the use rights for any software product) and all terms regarding pricing, payment, and delivery of any software product. Accordingly, the State intends to pay contractor in order to acquire license rights for any software product, but the license rights will be governed by a software licensing agreement with the licensor. (c) Critical Instructions. (1) Your offer must identify each software product you propose to provide, identify the licensor, and explain which of the following licensing models apply: (i) you intend to license (or sublicense) the item directly to the State, or (ii) you intend to "resell" or distribute the item to the State (with licensing handled directly with the third-party licensor). You should use the Software Table attached to this solicitation to assist you in providing this information. (2) Your offer must NOT include any software licensing agreements; however, for any software product identified in your offer, you must submit a software licensing agreement upon request of the procurement officer. You must be prepared to provide any requested software licensing agreement within one business day of receiving a request. (3) Regardless of your licensing model, your price must include the cost of providing every software product you propose to provide to the State and those terms will form part of the contract. (d) Pre-Condition of Award. If the work you are offering to perform is dependent upon the licensing of a software product by the State and the State is unsuccessful in negotiating an acceptable software licensing agreement for any software product for which it finds such an agreement necessary, your offer will be rejected. To facilitate the timely and successful negotiation of a software licensing agreement deemed necessary by

the State, the State may ask you, after opening but prior to award, to acquire from the licensor an executed copy of the piggyback. You should communicate with the licensors for any major or critical software product well in advance of submitting a proposal, and licensors should be informed that few changes will be made to the piggyback. [The State already has, and continues to enter into, standing, statewide, licensing agreements for a variety of computer programs. Without limiting any of the above requirements, an applicable agreement may already exist for one or more items of COTS you have identified.] [07-7B224-1]

TERM OF CONTRACT

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. This contract expires no later than the last date stated on the final statement of award.

TERMINATION FOR CONVENIENCE

The Procurement Officer may terminate in whole or in part by giving ninety (90) days written notice to the Contractor. In the event that a Contract is terminated pursuant to this section, SCEL shall not be required to pay any termination costs to the Contractor.

(a) Termination. The Procurement Officer may terminate this Contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

(b) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) The State shall pay the Contractor's fixed fee up to the date of termination.

(d) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not affect the state's right to require the termination of a subcontract, or increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PRICE PROPOSAL

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1].

A. Cost Schedules for Terms of Contract

The Price Proposal must include separate Cost Schedules for each of the two contract terms listed below. The **Offeror must submit separate Cost Schedules for each term**. Each Cost Schedule (or “Schedules of Proposed Total Costs”) must include any/all associated costs and fees.

SCEL will choose from one of the following two terms, whichever is deemed to be in the best interest of the State. Beginning with the first payroll disbursement pursuant to this RFP, the contract will **either** be for a fixed and maximum term of five (5) years **or** it will be for an initial term of three (3) years with the potential for two (2) optional one year terms

Failure to provide a Cost Schedule for each of the two terms below will result in your offer being deemed non-responsive.

Cost Schedule One (1) must be for **a Fixed Term of Five (5) Years AND**

Cost Schedule Two (2) must be for **an Initial Term of Three (3) Years with Two (2) optional One (1) year terms.**

B. Cost Components for Cost Schedules

Each of the two Cost Schedules (the Fixed 5-Year Term **AND** the initial 3- Year Term with 2 optional 1 year terms) should include the following fees that may be incurred throughout each of the terms listed above. If the fees to determine the Total Cost are derived on a per-employee basis, the maximum headcount of 130 employees should be used.

1. Semi-Monthly Costs, per employee, per service. Bundling of services may be submitted, however, features included in the “bundled service” should be itemized.
2. Quarterly Costs associated with quarter-end reports, and the processing and filing of those reports to the appropriate tax authority or requesting agency.
3. Annual Costs associated with the processing of year-end reports, as required by the Internal Revenue Service (e.g., Federal Form W-2) and pursuant to the Affordable Care Act (e.g., Forms 1094-B, 1094-C, 1095-B and 1095-C, where applicable).
4. Conversion Costs, to include all itemized costs that may be associated with the setup, implementation and conversion of data for all applicable system elements (i.e., Payroll Setup, Tax Filing Setup, Time & Attendance Setup, Human Resources Administration Setup, General Ledger Setup, Custom Reporting Setup).
6. Monthly Costs, if applicable (e.g., custom reports generated by Offeror, etc.). Submit pricing for these fees, but they will **not** be evaluated.
7. Miscellaneous / Other fees if applicable (e.g., for out-of-sequence payroll runs, stop payments for direct deposits or checks, creation of specified layout management/vendor reports, etc.).

The State reserves the right to purchase additional capabilities through the Term of the Contract. The State may acquire these capabilities or features at a mutually agreed upon price not to exceed the costs expressed in the Contractor’s Price Proposal, without executing a change order. The Contractor may add to this list over the term of the Contract. The acquisition of these capabilities is not included in the fixed per-employee fee paid to the Contractor.

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST

The following documents are attached to this solicitation:

- A. ADP Workforce Now, Version 13
- B. Offerors Response to SCEL's Required HRIS Features
- C. Offerors Proposed Web-Based (URL) Demonstration
- D. Offerors List of Proposed Subcontractors or Partners
- E. References
- F. Important Tax Notice
- G. Offerors Checklist

ATTACHMENT A | ADP Workforce Now, Version 13.0

Services	Service Specifics	Roles and Responsibilities
Solutions Platform		
ADP Workforce Now (“WFN”)	WFN is ADP’s trademarked, branded, web-based payroll, HR, Benefits and Time and Attendance technology. WFN serves as the access point for all Client administrators, employees and managers.	
WFN Technology Support	Access to specialists to support Client in use of WFN technology solutions.	
ADP Service Centers		
ADP Service Center (for Client administrators)	Access to a client-specific toll free number with Client identification and issue routing via telephony.	ADP provides access to an assigned specialist team that will be Client’s primary support resource. ADP will provide standard service center hours 8:00 am to 5:30 pm, Client local time (Clients in Hawaii will have service center access 8:00 am to 5:30 pm PST), Monday through Friday, except for scheduled downtime for training, meetings and ADP-recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available hours each calendar quarter.
Employee Service Center	<p>Access to a toll free number for use by employees and managers for:</p> <ul style="list-style-type: none"> • General self-service and payroll inquiries • General HR inquiries where Client policy is explicit when WFN Comprehensive HR is elected • Benefit call support when WFN Comprehensive Benefits is elected <p>As authorized by Client, respond to Client’s employees inquiries, when ADP has all pertinent information related to:</p> <ul style="list-style-type: none"> • Employee personal information • Employee pay information and issues • Vacation, holiday, and leave of absence information • Hours of work and overtime information • Benefit Participant Information when WFN Comprehensive Benefits is elected 	<p>As a prerequisite to use of Employee Service Center, Client is responsible to support and promote employee self-service and manager self-service. ADP will conduct one (1) onsite employee self-service/manager self-service launch meeting. On request, ADP will support multiple virtual self-service launch meetings. ADP will answer employee and manager questions that have an apparent relationship to data entry visible through the WFN applications.</p> <p>ADP will provide standard service center hours 8:00 am to 8:30 pm EST, Monday through Friday, except for scheduled downtime for training, meetings and ADP-recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available time each calendar quarter.</p>
Pay and Tax Administration		
Payroll and Tax	ADP Autopay payroll processing with tax service to authorized jurisdictions (also included: CheckView, Payroll Preview, Total Tax Plus SM , Full Service Direct Deposit or TotalPay [®] banking options, Labor Distribution, iPayStatements, iReports, ADP delivery via courier).	ADP processes payroll and files and deposits appropriate federal, state and local taxes. Client must review and approve final payments.

	Year-end Forms W-2 will be provided and Clients will be billed separately.	
Time and Attendance Feed to Payroll	Import employee Time and Attendance records provided that such records are in an ADP-acceptable format.	ADP provides Client with required file formats to utilize this feed. Client is responsible for adaptation of its file feed to a format that is compatible with ADP's feed.
Checks and Direct Deposit	ADP offers Clients two (2) banking features: Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) or TotalPay (ADPCheck plus Full Service Direct Deposit).	Client must choose one of the banking features.
Wage Garnishment Processing Services (WGPS)	ADP provides tools to calculate garnishments based on court orders and client interpretation and also generates reports documenting garnishment activity.	Client provides employee liens and withholding information to ADP. ADP processes employee deductions for liens, wage garnishments and court ordered support and disburses payments to third parties as appropriate. Client is responsible for lien interpretation. Client is responsible for all compliance with agency notification requirements; replies to garnishment notices received; notices of employee terminations and all other required written responses. Clients must provide a minimum of two (2) weeks notice prior to processing of any special pays to accommodate any garnishment requirements.
HR, Payroll and Benefits Reporting	Comprehensive standard and analytical reports cover HR, payroll, and benefits data.	ADP provides access to certain standard payroll reports. Client has access to ADP reporting tools to generate a limited number of custom reports.
GL Interface	ADP will generate a file every payroll that contains labor expense information that can be entered into popular general accounting programs. Custom programming not included.	
Paid Time Off (PTO)	Access to systems to track employees' paid time off.	Client is responsible for leave administration unless purchased as an optional service to ADP WFN Comprehensive Benefits offering.
State Unemployment Insurance (SUI) Administration		
Administer SUI Claims (where authorized by state law)	Provide pre-separation unemployment insurance (UI) counseling to Client. UI claims administration. Audit SUI tax rate components. Audit UI benefits charges. Voluntary contribution review. Provide a quarterly summary report of claims activity. Client hearing and appeals not included in base services.	ADP assists Client with unemployment claims administration and unemployment tax filings to help Client manage claims and State unemployment costs. Client must notify ADP of updates and changes to rates and tax status in a timely manner. Client is responsible for having funds available should a recalculation occur due to a rate change.

Services	Service Specifics	Roles and Responsibilities
Training and Development		
Employee/Manager Self-Service Launch Training	Training for both Client employees and managers on the self-service tools and application (includes one on-site Employee Self-Service Kickoff and, upon request, virtual Employee Self-Service Kickoff meetings).	Client shall require its employees and managers to attend self-service tools and application training.
Self-Paced Online Web-Based Training	Online access to ADP self-paced, web-based training library content.	
Core Product Training	Product training on all the core products for administrator users (not employees or managers).	Client shall require administrator users to attend core product training.
Compliance Support		
Compliance Newsletters <i>Note: The offering does not include legal advice or guidance.</i>	Access to periodic subject matter Compliance Newsletters. Primary Contact informs Client of changes and updates to HR-related compliance laws.	
Alerts <i>Note: The offering does not include legal advice or guidance.</i>	Access to periodic subject matter Alerts and e-mails. Primary Contact informs Client of changes and updates to compliance laws.	
Tip of the Week <i>Note: The offering does not include legal advice or guidance.</i>	Access to weekly Tips related to best practices and compliance changes.	
Online Compliance Resources	Access to law summaries, best practices, sample forms and sample policies.	
EEO-1 Report	Access to tools through the HR & Benefits module for tracking EEO-1 required data.	Client prepares and files EEO-1 report.
Veterans Report	Access to tools for the tracking of VETS-100 required data.	Client prepares and files VETS-100 report.

ATTACHMENT B | Offeror’s Proposed HRIS System and Feature Requirements

The Offeror must use the following list (from Section III) to indicate features and functionality requested by SCEL. There are four (4) options available for selection:

1. **MEETS.** An answer of MEETS is indicative that the Offeror’s proposed solution meets the minimum requirements of the feature provided in the table below. *(Requires no further explanation)*
2. **EXCEEDS.** An answer of EXCEEDS is indicative that the Offeror’s proposed solution exceeds the requirements of the feature provided in the table below.
3. **DOES NOT MEET.** An answer of DOES NOT MEET is indicative that the Offeror’s proposed solution does not include the feature provided in the table below.
4. **OTHER.** An answer of OTHER is indicative that the Offeror’s proposed solution does not meet the minimum requirement of the feature provided in the table below, however, the Offeror has a similar or alternate feature.

Human Resources			
Attribute		Response	Vendor Notes
Personal Information	Basic contact information, demographic data, dependents, emergency contacts, etc.		
Employment Information	Tracking of job title, department, location, FLSA status, employment status, hire dates, corporate groups, etc.; To include unlimited employee history, created on a going-forward basis. Capability to import prior employment history desirable		
Benefits Management	Link to Carrier website for employees to view/maintain benefits. To ensure compliance with ACA, to include tracking employee records for evidence of benefit offerings and associated annual 1094(c) and 1095(c) filings.		
Salary Administration	Base pay, pay rates, other pay, planning tools and pay grades/structure; Assignment of jobs/positions to salary grades		

Performance Review & Administration	Performance Review administration and Management		
Employee Development Tracking	Tracking qualifications, competencies, training, certifications, etc. Assignment of employees to various development tracks		
Policy Acknowledgment	Assignment of policies to employees and managers, with the capability to record electronic acknowledgements, by employee		
Reporting	Functional standard reports; HR metrics and user-friendly report writing/custom reports		
Organizational Charts	Assignment of employees to supervisors for various HR workflow needs		
Recruitment	To include the creation of customized postings/requisitions and applicant questions; tracking of applicant EEO-1 data		
Controls / Audit	System must create the necessary audit trail logs for all additions, deletions or modifications to data, with the ability to view which user/administrator altered the data.		

Payroll Services

Attribute	Response	Vendor Notes
Payroll Deductions	Fixed amount and percentage-based deductions, to include applicable employer-related expenses	
Wage Garnishment/Liens	To include collection of court-ordered garnishments, levies and child support from employee wages, and make payments to associated agencies.	
Group Term Life Calculation	Application of taxes related to group term life elections that exceed \$50,000	
Tax Filing Services	To be prepared, filed and deposited (both federal and state), and also issue monthly reports to associated tax authorities (IRS and SC Department of Revenue.) Includes automatic, quarterly updates of tax tables.	
Calendar/Year-End Processing	All requirements associated with direct reporting to the proper taxing authorities, including statements of deposits and filings made on behalf of SCEL.	
Payment Services	To include both paper (when necessary) and electronic payment options for employees, with access to online pay statements and annual documents.	

General Ledger Interface	Custom account report, ready for upload into Microsoft Dynamix Great Plains		
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Time & Attendance

Attribute		Response	Vendor Notes
Timecard Tracking	Collection of time worked for salaried-nonexempt and hourly employees, via web sheets (no punching or web clocks)		
Absence Tracking	Multiple paid time off policy administration & application with FMLA and Worker's Compensation absence tracking. Automated Leave Policy accruals & rules-based (per SCEL employee policies and procedures) with multi-tiered support policies driven by hire date/years of service.		

Additional Features

Attribute		Response	Vendor Notes
Portal Configuration & Customization	Front-end portal customization tools		
Employee/Manager Self Service	To include viewing pay statements and W-2 information, initiate a change in personal W-4 information, initiate and change to direct deposit information, along with other applicable changes.		

Custom/Unassigned Fields	For reporting, tracking and auditing purposes of SCEL-related employee data		
Security	To include features that limit the opportunity for identity theft or other improper use of Personal Identifying Information (PII) and/or financial information. Tier 4 Data Center protects/supports security of SCEL data information		
Technical Support	To include direct support via telephone during business hours, as well as 24/7 self-service support through system website.		
Upgrades/Releases	Provide software updates and enhancements at no additional charge. Updates must comply with state and federal employment laws and regulations; provide advance notification of upgrades/updates/enhancements to the system.		
Software-as-a-Service (SaaS)	Data Center to be hosted with Cloud-based platform		
SaaS Audit Compliance	Participation in audits and certification on system		

Attachment D | Offeror's List of Proposed Subcontractors or Partners

The Offeror must use this worksheet to identify subcontractors (if applicable) as requested in Section V, Qualifications.

If you intend to subcontract, at any tier level, with another business for any portion of the proposed services provided (err on the side of inclusion), you must identify that business and the application module (or sub-module) for which they are responsible. This includes outsourcing of any kind, for any module/feature, and should also reference any premiere partnerships.

Further identify potential subcontractors/partnerships by providing the business name, address, phone, taxpayer identification number, and point of contact, when the portion of work provided by the subcontractor/partner exceeds 20%.

Subcontractor Identification			
Application Module	Component	Subcontract/Partner	Subcontractor/Partner Information (Over 20%)
Human Resources Module	Employment Information		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: () _____
	Benefits Administration		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: () _____
	Recruitment		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: () _____
	ACA Compliance		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: () _____
	Performance Evaluations		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: () _____
	Carrier Connectivity		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: () _____
Time & Attendance Module	Timecards		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: () _____
	Time Off		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: () _____
Payroll Services Module	Personal Pay Information		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: () _____

Payroll Services Module (Cont'd)	Wage Garnishments/Liens		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: (____)
	Tax Filing		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: (____)
Information Security	Data Center/Storage		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: (____)
Reporting	Standard Reports		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: (____)
	Custom Reports (Ad-hoc Reports)		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: (____)
	Vendor Management (Specified Format) Reports		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: (____)
Customer Service	Customer Support – Voice		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: (____)
	Customer Support - Web		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: (____)
	Customer Support - Other		Business Name/Tax ID: _____ / _____ Address: _____ Point of Contact: _____ Phone: (____)

ATTACHMENT E | REFERENCES

Reference 1

Name of Organization: _____

Point of Contact: _____ Phone Number: _____

Address: _____

E-mail Address: _____ Web Address: _____

Reference 2

Name of Organization: _____

Point of Contact: _____ Phone Number: _____

Address: _____

E-mail Address: _____ Web Address: _____

Reference 3

Name of Organization: _____

Point of Contact: _____ Phone Number: _____

Address: _____

E-mail Address: _____ Web Address: _____

Reference 4 (optional)

Name of Organization: _____

Point of Contact: _____ Phone Number: _____

Address: _____

E-mail Address: _____ Web Address: _____

Reference 5 (optional)

Name of Organization: _____

Point of Contact: _____ Phone Number: _____

Address: _____

E-mail Address: _____ Web Address: _____

ATTACHMENT F | IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the Contract. The withholding requirement applies to every governmental entity that uses a Contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/forms/withholding/i-312-form>

[09-9005-2]

ATTACHMENT G | OFFEROR'S CHECKLIST (AVOID COMMON MISTAKES)

The South Carolina Education Lottery understands that bid submission requirements pursuant to the S.C. Consolidated Procurement Code are comprehensive and complex. In an effort to simplify this process, SCEL has provided below an "Offerors Checklist" to assist Offerors in submitting the required information necessary to deem a bid responsive. Please **DO NOT** return this page with your offer. **NOTE: The Offerors Checklist is to be used as a guide. Offers must conform to the material requirements as provided in the Solicitation. Any Offer that fails to conform to the Solicitation's material requirements may be deemed nonresponsive.**

IV. Information for Offerors to Submit--Evaluation (ALL Required Information **MUST BE SUBMITTED**, pgs. 15-17)

Contents of Technical Proposal

Part A: HRIS Approach, Response to System Requirements, URL Demonstration, and Implementation Schedule (Items 1-4)

Part B: Information Security Assessment (Items 1-6)

Contents of Price Proposal

Part C. Cost Schedule (A Separate Cost Schedule for each of the two terms **MUST BE SUBMITTED**)—See VIII. Bidding Schedule/Price-Business Proposal (pg. 34)

IV. Information for Offerors to Submit—General (ALL Required Information **MUST BE SUBMITTED**, pgs. 18-19)

Part A: Cover Letter

Part B: Cover Pages 1-2 and any Subsequent Amendments

Part C: Identifying Information Pursuant to the SC Education Lottery Act (Items 1-9)

Part D: References (Use Attachment E)

V. Qualifications (ALL Required Information **MUST BE SUBMITTED**, pgs. 20)

Partner/Subcontractor/Third Party—Identification (Use Attachment D)

Submit 1 Hard Copy to the Address Below—Marked "Original" (Technical Proposal & Price Proposal **MUST BE SUBMITTED SEPARATELY)**

South Carolina Education Lottery

Attn: Procurement Office, Petrina F. Marsh

Post Office Box 11949

Columbia, SC 29211-1949

Submit 1 Electronic Copy to the Address Below—Marked "Copy" (Technical Proposal & Price Proposal **MUST BE SUBMITTED SEPARATELY)**

SCEL Procurement Office

Petrina.Marsh@sclot.com

NOTES:

Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the heading entitled: bidding instructions, submitting confidential information. ***Do not mark your entire bid as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!***

Reread your entire proposal to make sure your proposal does not take exception to any of the Solicitation's mandatory requirements.

Check to ensure your proposal includes everything requested!

If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a question & answer period, raise your questions as a part of that process!** Please see bidding instructions and any provisions regarding *Amendments to Solicitation* (pg. 3) and *Questions From Offerors* (pg. 6). All Questions and Correspondence must be sent via email to the Procurement Officer listed above.