

	South Carolina Education Lottery Request For Proposal	Solicitation: 07242018RCAESRFP Date Issued: July 24, 2018 Procurement Officer: Petrina F. Marsh, CPPB Phone: 803.737.2808 E-Mail Address: Petrina.Marsh@sclot.com Mailing Address: SC Education Lottery Attn: Procurement--Petrina F. Marsh 1333 Main Street, Suite 400 Columbia SC 29201
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DESCRIPTION: **FY19 Lottery Retailer Customer Appreciation Event Program Services**

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

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

SUBMIT OFFER BY (Opening Date/Time): **August 7, 2018 at 11 AM EST**

QUESTIONS MUST BE RECEIVED BY: **July 31, 2018 at 11AM EST**

NUMBER OF COPIES TO BE SUBMITTED: One (1) Hard Copy marked "Original" and One (1) Additional Copy marked "Copy." All copies required must be received no later than the opening date and time and must be labeled with the solicitation number.

AWARD & AMENDMENTS	Award should be posted no later than August 9, 2018. 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 sixty (60) calendar days after the Opening Date. (See the clause entitled "Signing Your Offer.")

NAME OF OFFEROR (Full legal name of business submitting the offer)	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 (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	
TITLE (Business title of person signing above)	STATE VENDOR NO. (Register to obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (Printed name of person signing above)	DATE SIGNED STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)	(See "Signing Your Offer" provision.)
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)
<input type="checkbox"/> Other _____ <input type="checkbox"/> Government entity (federal, state, or local)	

(Return Page Two with Your Offer)

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

SMALL PURCHASE PROCEDURES

The procurement for the services as provided herein is pursuant to the Small Purchase procedures of the South Carolina Consolidated Procurement Code which may be over ten thousand dollars, but not in excess of fifty thousand dollars [§11-35-1550 (2)(c)]. When providing pricing, Offerors shall include all costs for performing the work associated with that price.

In submitting a proposal with an actual or potential value of up to fifty thousand dollars, the Offeror understands that that there is no right to protest this solicitation or the resulting award. [Section 11-35-4210 (1)(d)].

*****IMPORTANT INFORMATION FOR ALL OFFERORS*****

SCOPE OF PROPOSAL

It is the intent of the South Carolina Education Lottery Commission (hereinafter "SCEL"), in accordance with all requirements stated herein or attached hereto, to solicit proposals from qualified Offerors for the provision of Event Program Services for Lottery Retailer Customer Appreciation Events which includes, developing and delivering informative content, comprised of effective strategies and proven techniques designed to improve customer service and increase lottery sales to SCEL's statewide Retailer Network.

CONTRACT PERIOD

The estimated start date for this contract is August 9, 2018 and the estimated end date is November 29, 2018. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. The estimated end date is not expected to exceed 16 weeks, but may be extended upon mutual agreement by both parties.

SCHEDULE OF KEY EVENTS. All dates are subject to change.

Issuance of Request for Proposal	7/24/2018
Deadline for Submission of Questions (11:00 a.m.)	7/31/2018
State's Written Responses to Questions (tentative)	7/31/2018
Deadline for Submittal and Opening of Proposals (11:00 a.m.)	8/7/2018
Intent to Award Posting Date (tentative)	8/9/2018

NUMBER OF COPIES

Offerors will need to follow the instructions below when submitting a response. Please submit the following copies of your solicitation response to the Mailing Address located on the top right of the Cover Page.

1. The original solicitation response **to include pricing** (label "Original") must be submitted as **one (1) hard copy via mail** (US Postal Service) or special delivery (UPS, FedEx, etc).
2. **One (1) additional copy to include pricing** (label "Copy") must be submitted **via email** to Petrina.Marsh@sclot.com.
3. Offerors should attach all requested documents to their response. **If submitting multiple attachments label them clearly. All items must be labeled with the Offeror's name, company name, and solicitation number.**

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PART 1

INSTRUCTIONS TO OFFERORS--A. GENERAL INSTRUCTIONS

1.1 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 the 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," 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.

Lottery Vendor (SCEL) means any person who provides or proposes to provide goods or services to the South Carolina Education Lottery Commission pursuant to a procurement contract. [59-150-20(9)]

Offer means the proposal submitted in response to this solicitation. The term Proposal is used interchangeably with the term Offer.

Offeror means the single legal entity submitting the offer. See the clause entitled "Signing Your Offer."

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

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.

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.

1.2 AMENDMENTS TO SOLICITATION: (a) The solicitation may be amended at any time prior to opening. All amendments to this solicitation shall be in writing from the State. The State shall not be legally bound by any amendment which is not in writing. All actual and prospective Offerors should monitor the following web site for the issuance of amendments: <http://www.sceducationlottery.com/lottery/procurement.aspx> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (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 acknowledging receipt in the Offeror's Executive Summary, (4) by letter, or (5) by submitting a proposal that indicates in some way that the Offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified by the amendment(s) remain unchanged.

1.3 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.

1.4 AWARD NOTIFICATION: 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. 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.

1.5 PROPOSAL AS OFFER TO CONTRACT: By submitting Your proposal, You are offering to enter into a contract with the Using Governmental Unit. 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.

1.6 PROPOSAL ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. Otherwise, Your Offer remains valid until final award including through any periods consumed by protests.

1.7 BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars.

1.8 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 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 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.

1.9 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

- (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;
 - (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; and
 - (D) Are not currently excluded from participation in any federal health care programs.
 - (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, or his designee, 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), Offeror 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, or his designee, 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, or his designee, may terminate the contract resulting from this solicitation for default without cost to the South Carolina Education Lottery Commission or the State and the Contractor will be charged for the cost of replacement goods and services.

1.10 CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php> The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php> The South Carolina Code of Laws, Section 59-150-10, S.C. Education Lottery Act is available at: <http://www.scstatehouse.gov/code/t59c150.php> The South Carolina Regulations, 44-10, S.C. Lottery Commission, are available at: <http://www.scstatehouse.gov/coderegs/Ch%2044.pdf>

1.11 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE: By submitting a Proposal, the Offeror is certifying that it has no conflicts of interest or unfair competitive advantage as provided by applicable statutes, regulations, and interpretive authorities.

1.12 DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has

been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R. 19-445.2070(G)]

1.13 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.

1.14 DUTY TO INSPECT AND INQUIRE: By submitting an Offer, the Offeror represents that he has read and understands the Solicitation and that the Offer is made in compliance with the Solicitation and will be implemented on time and performed satisfactorily over the entire term of the contract. 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 in accordance with clause 1.20 below. 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, or assumption it makes concerning the Solicitation, which Offeror does not bring to the State's attention pursuant to clause 1.20 below. By submission of a proposal, Offeror also certifies that its Offer has been reviewed by the appropriate individuals within the Offeror's organization and that the goods and services herein, if an award is made to that Offeror, can and will be provided on time and for the compensation proposed, subject to any negotiations that may affect the amount of compensation.

1.15 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 of a 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.

1.16 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.

1.17 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.

1.18 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 South Carolina Education Lottery 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 South Carolina Education Lottery during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165]

1.19 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.

1.20 QUESTIONS FROM OFFERORS: (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, specifications, etc. (see clause 1.14 above "Duty to Inspect and Inquire"), must request it in writing. Oral explanations or instructions will not be binding. 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. We will not identify you in our response to your question. (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. Offerors should advise the Procurement Officer of any problems they perceive as a result of reviewing this solicitation document, which may bear upon their ability to comply, or submit any other questions, which might ultimately bear upon the State's ability to enter into the relationship described herein with a selected vendor.

1.21 REJECTION/CANCELLATION (JAN 2004): The State may cancel this Solicitation in whole or in part and may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065]

1.22 RESPONSIVENESS/IMPROPER OFFERS:

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

(b) Responsiveness. Any proposal deemed unacceptable pursuant to S.C. Regulation 19-445.2095 (I)(1)(c) and (J) will be rejected, such determinations to be discretionary and not disturbed unless arbitrary and capricious. The South Carolina Education Lottery may elect to conduct discussions, including the possibility of proposal revisions, but only for those proposals determined to be either acceptable or potentially acceptable pursuant to S.C. Regulation 19-445.2095 (I)(1)(a) and (b). Any such discussions shall be conducted in accordance with S.C. Regulation 19-445.2095 (I)(2), (3), and (4).

(c) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(d) 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.

1.23 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.

1.24 STATE OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the South Carolina Education Lottery office 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 the proposal opening. If state offices are closed at the time a pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/planandprepare/disasters/severe-winter-weather>

1.25 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 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 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 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.)

1.26 SUBMITTING A PAPER OFFER OR MODIFICATION: Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the "Important Information for All Offerors" on page 3 of the solicitation titled "Number of Copies." If you must submit a paper offer or

modification 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) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

1.27 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.

1.28 WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. A proposal may be withdrawn in person by an Offeror 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 proposal. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

PART 1

INSTRUCTIONS TO OFFERORS--B. SPECIAL INSTRUCTIONS

1.29 SUBMISSION OF QUESTIONS: Any questions, comments, requests for information or clarifications regarding the RFP must be submitted in writing **no later than July 31, 2018 at 11:00 A.M. (EST)**. Do NOT wait to assert deviations, exceptions, etc. to anything in this RFP until (or in) the submission of your proposal. Anything that any Offeror would like to modify, seek clarifications on, or any other deviation, however modest, MUST be presented during the question and answer phase, considered and determined by the State before the submission date for all proposals, so that all prospective Offerors will have a common and uniform basis upon which to submit its proposals. Any written questions, requests for information or request for clarifications received will be responded to in the form of a written amendment to the RFP and e-mailed to all prospective Offerors. The amendment will also be posted at the following web address: <http://www.sceducationlottery.com/lottery/procurement.aspx>. All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific RFP section and paragraph

number(s) to which the question refers. All questions, comments, requests for information or clarifications regarding this RFP should include the identity of the sender, firm name, mailing address, telephone number, and e-mail address. Offerors should submit questions via Email to Petrina.Marsh@sclot.com with "Questions: Retailer Event Services RFP" as the subject of the email. Submit questions in an easily copied format such as MS Word. Please do not insert your questions into tables.

1.30 CONTENTS OF OFFER (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 should 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 should 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.

1.31 REQUIRED MEDIA AND FORMAT (modified): In addition to your original offer, you must submit the number of copies in the format as indicated on page 3. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

1.32 MAIL PICKUP: SCEL picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See Clause 1.12 above

1.33 OPENING PROPOSALS – INFORMATION NOT DIVULGED (FEB 2015): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. 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)]

1.34 UNSUCCESSFUL OFFERORS: Offerors not awarded a contract under this solicitation may request return of their proposals within thirty (30) calendar days after the notice of intent to award becomes the final statement of award. All cost of returns will be paid by the Offeror. Thirty (30) calendar days after the notice of intent to award becomes the final statement of award all materials submitted by firms not awarded a contract may be destroyed.

1.35 RELEASE OF CLAIMS: With the submission of a proposal, each Offeror agrees that it will not bring any claim or have any cause of action against the State based on any misunderstanding, failure by the State to properly convey the information, or failure by the State to provide the Offeror with pertinent information as intended by the RFP. Additionally, the Offeror, its officers, agents, or representatives waive and release the State and each and any entity, person, or other source providing any information concerning the Offeror, of any and all claims of any sort or variety whether in tort, contract or otherwise, whether known or unknown, regarding the Offeror's or subcontractor's past performance, products, services, personnel, reputation or its Subcontractors or any other information sought or obtained by the State, whether or not the information is relied on by the State. The Offeror agrees that it will assert no claims for proposal preparation costs arising from a protest, action or claim arising from the solicitation or award.

1.36 DISCUSSIONS AND NEGOTIATIONS (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(1)]. 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.

PART 2

SCOPE OF PROPOSAL

It is the intent of the South Carolina Education Lottery Commission (hereinafter "SCEL"), in accordance with all requirements stated herein or attached hereto, to solicit proposals from qualified Offerors for the provision of Event Program Services for Lottery Retailer Customer Appreciation Events which includes, developing and delivering informative content, comprised of effective strategies and proven techniques designed to improve customer service and increase lottery sales to SCEL's statewide Retailer Network.

CONTRACT PERIOD

The estimated start date for this contract is August 9, 2018 and the estimated end date is November 29, 2018. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. The estimated end date is not expected to exceed 16 weeks, but may be extended upon mutual agreement by both parties.

2.1 INTRODUCTION/BACKGROUND

SCEL is a Public Commission and Instrumentality of the State of South Carolina (the State) and operates as an Enterprise Entity. The SCEL's sole purpose is to provide funding to enhance education in South Carolina while operating in a socially responsible manner. SCEL is a traditional lottery selling a product mix of terminal generated ("numbers") games with drawings to select winners and instant ticket ("scratch off") games. SCEL receives no appropriations from the State and every expense affects its profits that are transferred to the State to support education.

SCEL continues to achieve successful results with overall transfers of more than \$5 billion since inception and sales of \$1.7 billion in Fiscal Year 2018. SCEL places great emphasis on efficiency while maintaining integrity with its employees, players, retailers and vendors. SCEL's success requires a loyal, diverse and well-trained retailer network that operates at the highest level of ethical standards while working in a highly efficient and effective manner.

SCEL currently licenses approximately 3,900 retail locations throughout the State. The Lottery employs thirty-nine (39) Marketing Sales Representatives who service its retailers with Lottery products and marketing point-of sale material. SCEL also has three (3) regional promotion coordinators that conduct statewide wheel spins and special events. Retailers earn seven (7) percent sales commission on every ticket purchased. SCEL's retailer commission is among the highest offered by a Lottery in the United States. SCEL offers additional incentives to retailers who sell large winning tickets once they have been redeemed.

SCEL continuously seeks to provide its retailers with a supportive work environment and the resources necessary to achieve successful results. In doing so, SCEL conducts statewide retailer customer appreciation

events, or “Retailer Rallies,” every other year, as a way to provide retailers with effective marketing strategies and sales techniques. This year, SCEL’s Retailer Rallies will be held in nine (9) different geographic locations across the state. The Retailer Rallies will begin in the fall (October) of 2018. Based on previous participation, it is reasonable to expect approximately 1,400 participants for all nine events.

PART 3

SCOPE OF WORK

The Contractor shall provide the necessary personnel to perform the event program services as required for each of the customer appreciation events throughout the term of this Contract. The Contractor shall provide effective strategies and proven techniques designed to improve customer service and increase lottery sales and present this content to SCEL’s statewide Retailer Network in a clear, concise, and coherent manner.

The Contractor shall work closely with SCEL as a collaborative and strategic unit and consult with SCEL in all phases of the work to be performed. The Contractor shall provide, at a minimum, the following material and essential requirements, subject to any modifications that may be issued in an Amendment to the RFP by the State resulting from the question and answer phase.

The **SCOPE OF SERVICES** shall include, but not be limited to the following:

3.1 RETAILER CUSTOMER APPRECIATION EVENT PROGRAM SERVICES

SCEL’s Sales and Retailer Relations Department seeks assistance with its statewide Retailer Customer Service Appreciation Events (“Retailer Rallies”) from a qualified Offeror capable of providing its Retailers with effective marketing strategies and proven techniques designed to improve customer service and increase sales. SCEL seeks to enrich the customer’s experience in playing the lottery through a highly motivated, productive, and diverse retailer network. SCEL recognizes that it must reward its retailers’ efforts through customer appreciation events in order to achieve and sustain its mission. The Offeror must be enthusiastic and have a broad understanding of SCEL and its product mix of lottery games. A complete schedule of events is provided below. SCEL does not anticipate any changes to be made to the schedule; however, if changes were to occur, the need for the services in this solicitation may increase or decrease as required.

3.1.1 SCHEDULE OF RETAILER CUSTOMER APPRECIATION EVENTS

LOCATION	DATE	PROGRAM TIME	FACILITY
Rock Hill, SC	October 24, 2018	9:30 AM-12:00 PM	The Gateway Conference Center
Anderson, SC	October 31, 2018	9:30 AM-12:00 PM	Anderson Sports & Entertainment Center
Greenville, SC	November 1, 2018	9:30 AM-12:00 PM	Greenville Convention Center
Columbia, SC	November 6, 2018	9:30 AM-12:00 PM	Columbia Metropolitan Convention Center
Aiken, SC	November 8, 2018	9:30 AM-12:00 PM	USC Aiken Convocation Center
Charleston, SC	November 14, 2018	9:30 AM-12:00 PM	Embassy Suites Charleston Area Convention Center
Beaufort, SC	November 15, 2018	9:30 AM-12:00 PM	Holiday Inn and Suites Beaufort
Florence, SC	November 28, 2018	9:30 AM-12:00 PM	SMG Florence Civic Center
Myrtle Beach, SC	November 29, 2018	9:30 AM-12:00 PM	Sheraton Myrtle Beach Convention Center Hotel

3.1.2 RETAILER CUSTOMER SERVICE TRAINING

The Offeror must provide comprehensive and quality Retailer Customer Service Training in statewide group training sessions during the events. Program content must be designed to improve the retailers' ability to provide outstanding and effective customer service to lottery players, thus enriching the lottery playing experience and increasing sales. Examples of techniques and strategies used to provide comprehensive and quality Retailer Customer Service Training include:

- Emphasize the significance of customer service skills and the impact first impressions make when greeting and assisting lottery customers;
- Provide retailers' with valuable communication methods that include practicing the art of attentive listening and learning how to ask customers' effective questions which are designed to increase lottery sales;
- Teach retailers' how to gain an understanding of various behavioral styles and improve communication through recognizing customers' style differences;
- Identify specific techniques for managing challenging customers and difficult situations;
- Conduct and host various games that require player participation, specifically lottery related games, designed to convey the purpose of the program's content; and
- Recommend any additional effective teaching methods, techniques and strategies designed to improve customer service and increase sales.

3.2 EVENT PROGRAM STAFFING

3.2.1 Event Program Services must be performed in accordance with SCEL Retailer Event Procedures. The Contractor must provide appropriate and adequate staffing to support and operate the event programs successfully. The Contractor must designate and provide staff ("key personnel") for each event as directed. If the Contractor's key personnel becomes ill or injured, and is unable to operate the event(s), the Contractor must provide alternative staffing support as deemed acceptable by SCEL. All key personnel assigned by the Contractor to perform work at the Retailer Rally facilities will be considered Staff of the Contractor and not of SCEL.

3.2.2 The Contractor may use Subcontractors to provide Event Program services as contemplated in this RFP. In the event the Contractor utilizes the services of a Subcontractor, the Subcontractor will be considered the Contractor's Staff and therefore, subject to the same requirements as the Contractor's Staff as required in Part 5.1.6. The Contractor must submit information or documentation for any Subcontractor (at any tier level) pursuant to the Subcontractor-Identification clause as defined in SC Code Section 11-35-5030-2.

3.2.3 SCEL shall have the right to accept or reject any of the Contractor's key personnel assigned to this project. The Contractor shall not assign an individual to this project if the individual was previously employed by SCEL and was terminated for cause, or if the individual is in suspension status as a current employee of SCEL.

3.3 COMPENSATION

3.3.1 SCEL shall pay the Contractor based upon the approved hours expended at each event. The Contractor shall provide written documentation for hours worked prior to the payment of any services rendered. Failure

to provide appropriate and satisfactory documentation will be sufficient grounds to withhold payment for the disputed amount. All non-disputed amount(s) will be paid in a timely manner.

3.3.2 The Contractor will be responsible for engaging the services of any Subcontractor used to perform the required services. The Subcontractor, if designated to perform services for a specific event(s), shall be paid for their services, including expenses incurred by the Subcontractor, by the Contractor. All matters concerning wages, expenses, hours worked and paid, working conditions and other similar administrative matters shall be resolved between the Contractor and its Subcontractor and not between the Subcontractor and SCEL.

3.3.3 Invoices or other billings, including any requests for reimbursement of expenses, shall be submitted to SCEL in writing within thirty (30) days of when services were provided and must include a description of the services being billed and should include: the name(s) and title(s) of any key personnel working the event, the date(s), hours, location(s), and the hourly billing rate as agreed upon by SCEL. Invoices shall include any travel expenses incurred by the Contractor that are necessary to perform the work. The Contractor, or any key personnel working the event(s), may be reimbursed for actual mileage at the current rate established by the Internal Revenue Service. Meals will be reimbursed when travel requires overnight stay. Meal reimbursements will be based on actual meal receipts, but shall not exceed the State's maximum reimbursement of \$25.00 per day for In-State travel. Receipts must accompany any requests made by the Contractor, or its key personnel, for the reimbursement of expenses. Hotel accommodations shall be the same for SCEL, the Contractor, and any key personnel working the event(s) and will be paid and coordinated through SCEL in advance. All project costs to which the "pass through" provisions apply shall be billed and paid for as directed by SCEL.

PART 4

MANDATORY MINIMUM QUALIFICATIONS

4.1 SCEL believes that a Contractor does not have the capability of successfully and fully performing the contract unless it meets the mandatory minimum qualifications outlined below. Thus, in order to be qualified to receive an award, offerors must meet the following mandatory minimum qualifications and provide all pertinent information to substantiate their qualifications and capabilities to perform the services as described in the scope of work including:

- 4.1.1 On the date the proposal is submitted, an Offeror must be an entity that has at least five (5) years' experience with either current, or prior experience in: serving as a Master of Ceremonies and hosting customer appreciation events in the public gaming industry, public lotteries, and/or any other business entities for which comparable services have recently been rendered; experience in broadcasting, and conducting and hosting various games that require player participation, specifically lottery related games;
- 4.1.2 The Offeror must provide information as required in Part 5 of this solicitation for any "key personnel" responsible for performing the required services in this RFP on behalf of the Offeror;
- 4.1.3 The Offeror must possess thorough experience in working with lottery retailers and have working knowledge of how lottery products are sold;
- 4.1.4 The Offeror must have a demonstrated ability to communicate effectively with a diverse group of people who may have different educational levels and work experience; and

4.1.5 The Offeror must 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 name of company website if available.

4.2 While the SCEL believes that an Offeror who does not meet these minimum qualifications cannot successfully and fully perform the contract, Offerors are cautioned that the existence of these factors does not constitute a finding that an Offeror is responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

PART 5

INFORMATION FOR OFFERORS TO SUBMIT

Offerors should submit the following information for purposes of evaluation. The SCEL desires a detailed written submission so that it can make an accurate comparison of all proposals received. Please be specific in your answers. The Proposal shall include the following sections and shall be presented in the listed order:

5.1 TECHNICAL PROPOSAL CONTENTS

5.1.1 COVER PAGE

Offerors must submit a signed copy of the cover page (page one and two) with their offer. By submitting a proposal, an Offeror agrees to be bound by all of the terms of the RFP. Offerors agree to hold their offer open for a minimum of sixty (60) calendar days after the Opening Date.

5.1.2 EXECUTIVE SUMMARY

An Executive Summary should be provided with the Offeror's Proposal. The Executive Summary should bear the name and address of the Offeror. The Executive Summary should include a brief description of the Offeror's understanding of the scope of services and their ability to provide the required services and should also include:

Single Statement of Acceptance: Offerors should include a single statement of acceptance in their Executive Summary. The single statement of acceptance should declare that the Offeror fully understands, agrees to, and will comply with Part 1 Instructions to Offerors—Sections A. General Instructions and B. Special Instructions, Part 2 Scope of Proposal, Part 3 Scope of Work, Part 7 Terms and Conditions—Sections A. General Terms and Conditions and B. Special Terms and Conditions. Please note that the State considers any proposal containing deviations, exceptions or caveats to the RFP that have not been submitted for consideration during the question and answer phase, and adopted by the State, as unacceptable.

Mandatory Minimum Qualification: Offerors should provide information to clearly establish that the Offeror meets the mandatory minimum qualifications outlined in Part 4, Mandatory Minimum Qualifications. Offerors should include this information in their Executive Summary. Any Offeror not meeting the mandatory minimum qualifications will not be considered for award, and therefore will not be evaluated.

Subcontracting: If a subcontractor is expected to provide at least 20% of the cost of this Contract per year (based on the hourly fees quoted in response to this RFP), the Offeror should identify the subcontractor(s) by name, define the relationship, the work which they are to perform on this Contract, a brief history of the subcontractor and the years of experience. The Offeror's contract with the subcontractor(s) shall require the subcontractor(s) to comply with all of the requirements contained in this RFP. All subcontractors must be approved by SCEL prior to any work being performed.

Additionally, a subcontractor should be listed if the Offeror has a contract in place with the subcontractor(s) for the provision of services or if the Offeror has a contract which is contingent upon receiving this award. If a subcontractor is not listed, the Offeror must provide the services during the term of the contract and may not use subcontractors unless it is pre-approved by SCEL.

5.1.3 TABLE OF CONTENTS

The Proposal should include a Table of Contents, listing the sections of the Proposal and any separate attachments with page numbers for reference. Information to be submitted should include sufficient detail in response to the solicitation requirements. Any supplemental materials, or content, provided in the Offeror's Proposal marked "Original" must be included in the Offeror's Proposal marked "Copy." Any attachments and supplemental content (i.e., information not required) provided in the Offeror's Proposal should be clearly identified as a separate section in the Table of Contents.

5.1.4 STATEMENT OF APPROACH, METHODOLOGY AND PROCEDURES

The Offeror must provide a Statement of Work which explains the approach, methodology, and procedures that will be used to perform the event program services as required in Part 3. The Offeror need not specifically present the material in the order listed in Part 3, so long as the Offeror's response in performing the services are presented in an organized and structured format with sufficient detail.

5.1.5 OFFEROR'S BACKGROUND AND EXPERIENCE

Offerors must describe, in detail, their background and experience in performing the required services and should restate each of the items below in providing their response to each item immediately thereafter.

- The Offeror must provide a detailed description of Your organization, including the number of years in the business, founding date, changes in business structure, primary business/main business activities, and the length of time you have been in the business to perform the required services;
- The Offeror should provide no more than three (3) examples of work created for clients and placed within the past two (2) years, similar to the services required in Part 3, Scope of Work. Examples of previous work performed should provide a clear indication of the qualitative impact and effectiveness of the strategies and techniques the Offeror used; and demonstrate why the Offeror is qualified to provide the services required in this solicitation. The Offeror should include sufficient detail for key personnel who worked on the projects provided, including their name(s), and a description of their role/title. If any member of the team, who worked on a past project, is no longer with the Offeror, that information must be clearly disclosed.
- The Offeror should provide a list of no more than five (5) major current accounts the Offeror considers significant, the longevity of those accounts, and any other information indicating the success of

services provided to those clients.

5.1.6 EXPERIENCE OF OFFEROR'S KEY PERSONNEL ASSIGNED TO PERFORM EVENT PROGRAM SERVICES

Offerors must describe, in detail, the background and experience of any "key personnel" performing the required services and should restate each of the items below in providing their response to each item immediately thereafter.

- The Offeror must provide the name of the individual who will serve as the single point of contact and be primarily responsible for managing the event program services for all events;
- The Offeror must provide sufficient detail to demonstrate that all "key personnel" have the requisite experience and the capability to perform the work specified in Part 3. Resumes for each person should include title/roles, employment history, qualifications, education, years of experience, and professional affiliations and/or trade affiliations resumes for any "key personnel" who will perform the event program services;
- The Offeror must explain, in detail, how its key personnel will work together to perform the services outlined in Part 3; and
- The Offeror must provide the key personnel designated in its proposal. No diversion should be made by the Contractor without the written consent of the SCEL. The Offeror must provide SCEL with immediate notice of the termination or transfer of any key personnel, the reason(s) for the termination or transfer, and an action plan for replacing the terminated or transferred employee. Key personnel should be replaced with personnel of substantially equal ability, knowledge and qualifications as evidenced by the SCEL's written approval.

5.2 **BUSINESS/PRICE PROPOSAL CONTENTS**

Notwithstanding any other instructions herein, you shall submit pricing information as a separate document in your proposal packet.

5.2.1 Fee Schedule

The fee schedule must include a breakdown of the Offeror's fees to perform the required Event Program Services for each event as provided in Part 3. The fee schedule must include all costs associated with key personnel assigned to perform the Event Program Services and be all-inclusive based on the scope of work specified in this solicitation document.

5.2.2 Work Schedule

The Offeror must provide a proposed timeline and payment schedule for each event based upon the Event Schedule as provided in Part 3.

PART 6

AWARD CRITERIA

Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to the State. Award will be made to one Offeror.

Offers will be evaluated using the evaluation factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive Offerors will be ranked from most advantageous to least advantageous.

6.1 TECHNICAL PROPOSAL –The completeness and suitability of the Offeror’s technical response, as well as Offeror understanding of the scope of work and ability to meet or exceed the following requirements:

1. Approach, Methodology, and Procedures to be used in Performing Event Program Services—as provided in 5.1.4;
2. Offeror’s Background and Experience-- as provided in Part 5.1.5; and
3. Experience of Key Personnel Assigned to Perform Event Program Services-- as provided in Part 5.1.6.

6.2 PRICE PROPOSAL –The completeness and suitability of the Offeror’s fee schedule and work schedule for Event Program Services as provided in Part 5.2.

PART 7

TERMS AND CONDITIONS -- A. GENERAL

7.1 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 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 (30) days after Contractor (not the assignee) has provided the 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.

7.2 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 State. 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.

7.3 CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, 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 "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation.

7.4 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015): (a) Any contract resulting from this solicitation shall consist of the following documents: (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 complementary. 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. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the State. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

- 7.5 DISPUTES:** In submitting a proposal with an actual or potential value of up to fifty thousand dollars, the Offeror understands that there is no right to protest this solicitation or the resulting award. [Section 11-35-4210(1)(d)].
- 7.6 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.
- 7.7 FALSE CLAIMS (JAN 2006):** According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
- 7.8 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 option terms. This clause does not prohibit Contractor from offering lower pricing after award.
- 7.9 NO INDEMNITY OR DEFENSE (FEB 2015):** Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.
- 7.10 NOTICE (JAN 2006):** (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 telex, telegram, 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. (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.
- 7.11 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.
- 7.12 PAYMENT and 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.

7.13 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.

7.14 PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the SCEL. Purchase orders may be used to elect options available under this contract, e.g., quantity, 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.

7.15 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, Indemnification - Intellectual Property, Contract Documents and Order of Precedence, HIPPA Compliance/Confidentiality and any provisions regarding warranty or audit.

7.16 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 the 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 the Contractor's net income or assets shall be the sole responsibility of the Contractor.

7.17 TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

7.18 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.

7.19 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.

PART 7

TERMS AND CONDITIONS -- B. SPECIAL

7.20 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. 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.

7.21 COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

7.22 CONTRACTOR'S INSURANCE – GENERAL (MODIFIED): Contractor is required to have General Liability Insurance (CGL), with limits of no less than \$1,000,000 per occurrence, in force during the term of the Contract to cover property loss personal injuries during while providing the services for SCEL. The Contractor shall also have Auto Liability and Workers' Compensation coverage as required by South Carolina law to cover any loss incurred while performing services for SCEL.

7.23 CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

7.24 CONTRACTOR'S OBLIGATION - GENERAL (JAN 2006): The Contractor shall provide and pay for all materials, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The Contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all

charges and the meeting of all other requirements.

7.25 CONTRACT INTERPRETATION: In the event there are any disagreements between the parties with regards to the application of this contract or the requirements of the SCEL arising from any interpretation of the Request for Proposal, this contract, or otherwise, Contractor agrees to defer to the reasonable interpretations of the SCEL as from time to time may be made by the SCEL. This provision applies to all matters including those arising from disputes concerning whether Contractor is required to provide some service or item including scope of work issues and whether particular items or services were included in the scope of work agreed to by the parties in this contract or otherwise. In summary, if both parties have a reasonable interpretation regarding application of the contract, Contractor agrees to defer to the SCEL's interpretation.

7.26 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.

7.27 DEFAULT (JAN 2006): (a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within ten (10) days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and

accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

7.28 ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

7.29 INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of Contractor, its subcontractors, 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 claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

7.30 LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if

any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

7.31 OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State.

7.32 PRICE ADJUSTMENTS: Price(s) submitted shall be fixed for the term of the Contract and may not be modified absent Change Order or Contract Modification approved as provided by law.

7.33 PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with Contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the State finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the Chief Procurement Officer. The State may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the State may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the State context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

7.34 RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer 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.

7.35 TERM OF CONTRACT – (MODIFIED)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The estimated start date for this contract is August 9, 2018 and the estimated end date is November 29, 2018. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. The estimated end date is not expected to exceed 16 weeks, but may be extended upon mutual agreement by both parties.

PART 8

ATTACHMENTS TO SOLICITATION

Attachment 1--Important Tax Notice – Nonresidents Only

Attachment 2--Offeror’s Checklist

Attachment 1

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 www.sctax.org.

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 803-898-5383.



STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
 REGISTRATION AFFIDAVIT
 INCOME TAX WITHHOLDING**

I-312
 (Rev. 6/26/01)
 3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____
4. Federal Identification Number: _____
5. _____ Hiring or Contracting with:
 Name: _____
 Address: _____
- _____ Receiving Rentals or Royalties From:
 Name: _____
 Address: _____
- _____ Beneficiary of Trusts and Estates:
 Name: _____
 Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
 The South Carolina Secretary of State or
 The South Carolina Department of Revenue
 Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer state title: _____

 (Name - Please Print)

Attachment 2

OFFEROR'S CHECKLIST AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your proposal.

If you fail to follow this checklist, you risk having your proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- 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! AS THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.