



**GREATER  
MYRTLE BEACH  
COLLABORATIVE**



GREATER MYRTLE BEACH COLLABORATIVE

**Request for Proposal  
Brochure & Visitor Guide Distribution Services**

Step One: *NDA & Service Provider Form Due by:  
5:00 p.m. EST on 7/15/2026*

Step Two: *Proposals Due by: 5:00 p.m. EST on  
8/3/2026*

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### **Background**

The Greater Myrtle Beach Collaborative (“The Collaborative”) is a South Carolina nonprofit corporation committed to promoting, protecting, and improving the business community. The Collaborative serves Myrtle Beach, North Myrtle Beach, Surfside Beach, Little River, Atlantic Beach, Garden City Beach, Loris, Conway, Aynor, Murrells Inlet, Litchfield Beach, Pawleys Island, Socastee, and Carolina Forest.

The Collaborative works in the areas of advocacy, new business assistance, promotion of individual businesses, emergency communications, education & training, young professional development, leadership development, real estate promotion, business referrals, networking, as well as many community-oriented projects for the entire Grand Strand through the Myrtle Beach Area Chamber of Commerce and Partnership Grand.

The organization, while serving the function of a chamber of commerce, is also the area’s officially recognized destination marketing organization through its Myrtle Beach Area Convention & Visitors Bureau through the Visit Myrtle Beach function. Our mission is to market and promote the Myrtle Beach area as the premier beach destination in the United States for individuals, families, groups and business travelers.

### **Structure**

The Collaborative is recognized as a nonprofit organization within the meaning of Section 501(c)6 of the Internal Revenue Code, as amended. The organization is over 85 years old and includes a main office, airport welcome center, and mobile visitor center. The Collaborative has 44 full-time employees and a leadership team of eight. The organization has over 2,200 + members, a 24-member board of directors, and multiple committees and task forces led by volunteers. The organization manages a multi-million-dollar budget which includes private dollar investment and public dollars focused on tourism promotion efforts.

### **RFP Overview**

This Request for Proposal (RFP) is issued to request proposals and information from qualified organizations for storage and distribution services for its marketing and promotional publications, including the Official Myrtle Beach Area Visitors Guide and member brochures and rack cards, to lodging partners and other in-market locations. The current distribution model has been outsourced for more than five years. The RFP re-tests the market to ensure scope, service levels and pricing reflect current operational capabilities, technology and partner expectations.

The contract will be awarded to the qualified organization that best meets the comprehensive needs of the Collaborative. Emphasis will be placed on the storage and distribution services provided in a professional manner, consistent with industry standards, and in compliance with all applicable laws, rules and regulations.

While it is the Collaborative’s intent to award the contract(s) to one organization, the Collaborative reserves the right to award the full scope to a single provider, to parse the scope among multiple providers (including unbundling storage from delivery), or to perform some or all services internally, based solely on the Collaborative’s judgment of overall value.

During the evaluation process, the Collaborative reserves the right, where it serves its best interest, to request additional information or clarifications from proposers, or to allow corrections of errors.

In selecting an organization, the Collaborative's primary goals are to partner with an organization that demonstrates quality and responsiveness in its customer service and can demonstrate sound strategy development and implementation.

The Collaborative staff will oversee the RFP process, including deciding on the service provider to be selected and presented to the Collaborative Board of Directors (or other associated boards) for formal approval. A select group of area industry professionals and stakeholders will be consulted for input throughout the RFP process. The Collaborative shall be the "Client" or "Customer" on all services rendered pursuant to a final agreement between the Collaborative and the prospective service provider. For purposes of the RFP, proposed vendors, bidders, service providers, or offerors shall be known as "Service Providers."

**Term of Contract**

The contract period will be a firm term of one (1) year beginning January 1, 2027. Any renewal will be at the Collaborative's sole discretion and subject to a new or renewed agreement. The contract will provide a ninety (90) day written termination notice for either party, and will permit renegotiation of pricing if publication volumes change by more than fifteen percent (15%).

**Annual variation clause:** The Collaborative reviews its publication formats, quantities and distribution requirements annually, and these may vary significantly year-to-year. Material changes are under consideration for 2028, including a potential transition to a magazine format and possible elimination of the hardcover guide. Respondents should not assume volume or format continuity beyond the Initial Term, and pricing should be structured accordingly.

Note that fees/compensation should be quoted in U.S. dollars and payment will be made in U.S. dollars. Contract will be administered under the laws of the State of South Carolina, in the United States.

**RFP Administrator Contact Information**

**PLEASE DIRECT ANY AND ALL CORRESPONDENCE AND QUESTIONS TO:**

Matthew Metzger, Chief Administrative Officer  
Greater Myrtle Beach Collaborative  
1200 North Oak Street  
Myrtle Beach, SC 29577  
Tel: (843) 916-7269  
[Matthew.Metzger@VisitMyrtleBeach.com](mailto:Matthew.Metzger@VisitMyrtleBeach.com)

**Timeline**

<b>Task</b>	<b>Completion Date</b>
RFP published	7/1/2026
Submit signed NDA/Confidentiality Agreement & Service Provider Certification Form	7/15/26 by 5 p.m. EST
Service Provider RFP Questions Deadline	7/22/2026 by 5 p.m. EST
Proposals Due	8/3/2026 by 5 p.m. EST
Notification of Finalists	8/17/2026
Finalists Presentations	Week of 8/24
Service Provider Selection Complete	9/7/2026
Award Contract	10/1/2026

*\* Timeline subject to change.*

### **Response Guidelines**

- Signed NDA and completed Service Provider Certification Form using the forms provided by the Collaborative must be submitted via email by Service Provider to the Collaborative on or before 7/15/2026 by 5:00 p.m. EST to participate.
- Any questions related to the RFP must be submitted to the Collaborative no later than 7/22/2026. Questions asked by individual service providers will be answered directly with the Service Provider and not posted and available for other participating RFP service providers.
- Written proposals must be submitted ELECTRONICALLY to the Collaborative on or before 8/3/2026 by 5:00 p.m. EST for consideration. Late proposals cannot be accepted.
- Response must be dated and signed by a principal of the Service Provider or such person with full power and authority to execute the same. The Collaborative reserves the right to request proof of ownership of the Service Provider or authority of those persons submitting the response to the RFP.
- If requested by the Collaborative the Service Provider must be available to present virtually to the Collaborative the week of August 24<sup>th</sup> during normal business hours. Dates subject to change.
- The Collaborative will not return any materials submitted as part of this process.
- All submissions should be a **maximum** of 20 total pages.

**PLEASE SUBMIT COMPLETED PROPOSALS (as well as NDAs and Service Provider certifications forms) ELECTRONICALLY VIA EMAIL TO: [Matthew.Metzger@VisitMyrtleBeach.com](mailto:Matthew.Metzger@VisitMyrtleBeach.com)**

Matthew Metzger, Chief Administrative Officer  
Greater Myrtle Beach Collaborative

**All electronic proposals should include “Brochure & Visitor Guide Distribution Services RFP” in the subject line.**

**Brochure & Visitor Guide Distribution Services- Materials & Scope of Services:**

**Materials to Be Distributed**

Description	Est. Annual Quantity	Est. Distribution Points	Anticipated Frequency
Myrtle Beach Area Visitors Guide — “In-Room” Hard Cover	32,000	75 hotels (primary set release)	Primary delivery at the beginning of the year when new guide sets are released; additional deliveries as needed
Myrtle Beach Area Visitors Guide — “Digest” Soft Cover	375,000	85 in-market lodging properties on the delivery list	Replenishment as needed throughout the year, increasing in spring/summer peak
CVB Non-Lodging Member Rack Cards	700,000+ (incl. additions/removals as membership changes)	54 participating member businesses; brochure and short racks in-market	As needed throughout the year; peak May–August

Volume reference: Recent monthly distribution reports show approximately 500 cases distributed in a typical month (May 2026), with March the busiest month at approximately 1,000 cases.

Additional deliveries of visitor guides to out-of-market locations (including Columbia, Greenville, Charlotte, Fayetteville, Atlanta and Augusta) and certain in-market grocery store racks will be required on an as-needed, separately quoted basis.

Note on volumes: Quantities above are estimates, not guarantees. Respondents must provide tiered pricing (see Financial Proposal) reflecting potential volume reductions.

**Scope of Services**

- Year-round storage of guides and brochures at an adequate, climate-appropriate, insured facility provided by the service provider (or priced separately under Option B below).
- Scheduled and on-call delivery to lodging partners and member rack locations, coordinated directly with member businesses.
- Brochure rack maintenance: stocking, rotation, removal of exited members, addition of new members.
- Customer service and account management, including a designated account lead and procedures ensuring continuity of service during vacations and absences.
- Continuous feedback to the Collaborative (Partnership Director, Johanna Hodge) regarding proposed changes, improvements and maintenance relative to display racks and/or vendor advertisements.

### Performance Verification & Reporting Requirements (Required)

Respondents must describe, and pricing must include the following minimum capabilities. These requirements are material to award and will be incorporated as contract performance standards:

1. Verified proof of delivery: electronic confirmation for every delivery, including recipient signature or timestamped geo-tagged photo, with logs available to the Collaborative at least weekly. Deliveries refused by a property must be reported as refused, not completed.
2. Audits: bi-weekly auditing of CVB exclusive hotels with audit reports submitted to the designated Collaborative contact within 48 hours, including rack fill rate and stock-out incidents.
3. Inventory reporting: real-time or near-real-time reporting of warehouse inventory status and depletion projections by publication.
4. Facility standards: inventory must be stored in a clean, dry, secure, and insured space used for the storage of printed materials and segregated from any incompatible commercial activity. The Collaborative reserves the right to inspect the storage facility before award and at any time during the contract with reasonable notice.
5. Chain of custody & disposal: all materials remain Collaborative property until delivered. Obsolete or surplus materials may only be disposed of with Collaborative's written authorization and via documented recycling or destruction. Unauthorized disposal constitutes material breach.
6. Service remedies: the contract will include service credits for verified missed, falsified or misreported deliveries, and termination for cause for repeated verification failures.
7. Reviews: quarterly business reviews covering service levels and property-level depletion trends, plus an annual distribution summary suitable for the Collaborative board and stakeholder reporting.

### Financial Proposal (Required Structure)

To enable comparison across service models, respondents must quote the following separately:

- Quote 1 — Initial Bulk Distribution: annual primary delivery of new guide sets (hardcover and digest) to approximately 50 hotels at the beginning of the year, priced as a fixed fee per release cycle.
- Quote 2 — Year-Round Replenishment & Rack Maintenance: ongoing restocking of lodging properties and member rack locations as needed, priced as a monthly fee with assumed service frequency stated.
- Quote 3 — Storage (separable): year-round storage priced separately from delivery, so Collaborative may elect to provide its own or third-party storage.
- Volume tiers: pricing at digest guide volumes of 500,000 / 400,000 / 300,000 annually.
- Unit rates: out-of-market and grocery deliveries quoted per trip or per mile, as applicable.

### Compensation, Fees, and Related Information

Please provide a detailed fee proposal schedule delineating fees associated with all services set forth and those fees associated with additional services that may be provided in conjunction with your response to service enhancements. Please also include other fees not identified on the fee schedule such as one-time or set up charges, research fees, etc. Please provide fees in U.S. dollars.

Please provide at least three business references from organizations with characteristics similar to the Collaborative that utilize services similar to those addressed by this RFP. Please list any accounts/clients that you are currently working with as well as any accounts you have worked with in the past five years and reasons that you are no longer working with them.

**Institutional Profile**

Please provide a detailed profile of your organization, including but not limited to the history of the institution, industries and regions served, and corporate structure.

Please self-identify in the proposal if your business is considered a minority owned business, and if so, indicate if you use other minority owned vendors and/or services within your organization. Minority owned means at least 51% ownership by the following minority groups: women, LGBTQ, African American, Latino, Asian, Jewish, Hispanic, Disabled, Veteran, Native American, Arab/Middle Easter, Pacific Islander, Hawaiian Native, Alaskan Native, Indian, and/or other religious or cultural subgroups.

**Other Select Information**

Please include with your proposal the following information:

- A summary of all insurance coverage carried by the institution directly or indirectly relative to the services requested in this RFP. Such coverage should include but is not limited to commercial liability (cover to protect the brochures and visitor guides service provider's storage facility), business interruption, workers' compensation, errors and omissions of directors, officers, and other personnel.

**Proposer Guarantees and Warranties**

The proposer certifies and/or acknowledges the following:

1. The proposing organization can and will provide and make available, as a minimum, all services set forth in this proposal.
2. The proposing organization warrants that it will not delegate or subcontract its responsibilities under a contract to provide the storage and distribution services to the Collaborative
3. The proposing organization warrants that all information provided by it in connection with this proposal is true and accurate.
4. The proposing organization represents and warrants that the individual whose signature appears below is authorized by the organization to submit a proposal and to bind the institution to the terms and conditions set forth in its proposal.

**Geography**

There are no geographic restrictions upon the location of Service Providers allowed to submit RPFs; provided, however, all Service Providers must demonstrate their ability, recommended plan, and commitment to provide the requested services to the Collaborative regardless of location. Preference will be given to local area organizations in the Grand Strand area as they will have direct, requisite knowledge of the destination area.

**At a minimum, this proposal must include the following:****A. Service Provider's Company Information**

- Name and address of main office and any branch offices and the years each were established.

- The primary proposed team provides the services for the Collaborative, including responsibilities, office location, and contact information for each member of the proposed team.
- Summary of company background/history.
- Any current or pending litigation brought against the Service Provider by its clients within the past five years.
- References from (3) three Service Provider’s current clients.
- Customer service and/or account management approach and philosophy.
- Key resources applicable to the scope of services described in this RFP.

**A preliminary evaluation** will be conducted identifying the service providers deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors listed below (not in priority order):

<b>Criteria</b>
<p><b>Operational Requirements</b></p> <ul style="list-style-type: none"> <li>• Understanding the needs and operation requirements of the Collaborative</li> <li>• Organization and other associate locations</li> <li>• Scope of services offered</li> </ul>
<p><b>Experience</b></p> <ul style="list-style-type: none"> <li>• Experience, resources, and qualifications of the distribution service provider organization and individuals.</li> </ul>
<p><b>Compliance with the requirements of this RFP and quality of proposal</b></p>
<p><b>Fees</b></p> <ul style="list-style-type: none"> <li>• Proposed fees, compensation, preferred method of payment and other quantitative measures (although fees and compensation will be an important factor in the evaluation of proposals, the Collaborative is not required to choose the lowest cost proposer)</li> </ul>

From this preliminary evaluation, the Collaborative will establish a short-list of prospective proposers that may be invited to make a virtual oral presentation.

**Decision Making Criteria**

**The following criteria will be used as a guide by the RFP Task Force when evaluating proposals:**

Understood and provided all items requested in RFP, with appropriate detail	10
Cost competitiveness — best overall value-cost proposition across Quotes 1–3 and volume tiers	25
Demonstrated experience of key personnel in projects of similar scope and nature	15
Performance verification, reporting, facility and audit capabilities	20
Implementation/transition approach and continuity of service methodology	15
Creativity and innovation, including scope-optimization recommendations	10
Current Chamber of Commerce member investor	5
<b>Total</b>	<b>100</b>



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "**Agreement**"), dated as of ( [REDACTED] ) ("**Effective Date**"), is between Greater Myrtle Beach Collaborative DBA Myrtle Beach Area Chamber of Commerce, a South Carolina limited liability corporation ("**Disclosing Party**"), and [REDACTED], ("**Recipient**").

1. In connection with Recipient's (the "**Purpose**"), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its employees, officers, attorneys, accountants [and financial advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality agreements/confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts and cooperate with Disclosing Party to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives.

2. "**Confidential Information**" means all non-public, proprietary or confidential information of Disclosing Party/relating to Disclosing Party's, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("**Notes**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives' possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

3. If Recipient or any of its Representatives is required by a valid legal order or subpoena to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its outside legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. On the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall promptly return to Disclosing Party or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of such Confidential Information.

5. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

6. Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.

7. The rights and obligations of the parties under this Agreement expire 7 years after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

8. Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.

9. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of South Carolina, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Horry County, South Carolina. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

10. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section

10). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

11. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[Name of Recipient]

Greater Myrtle Beach Collaborative

By \_\_\_\_\_

By \_\_\_\_\_

Name:

Name: Matthew Metzger

Title:

Title: Chief Administrative Officer

Business:

Telephone:

E-Mail:

Address:



**Service Provider Certification Form**

*(Service Provider must sign and return with proposal.)*

\_\_\_\_\_  
Company name of Service Provider

The undersigned, fully familiarized with the information contained within this RFP, submits the attached information. I certify that this information is true, complete, and correct to the best of my knowledge and that I am authorized to submit this information on behalf of the company.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Telephone Number

### ***Method of Selection***

Following receipt of written proposals from Service Providers, the Collaborative Staff and committee members may thereafter select those Service Providers that qualify as finalists. Finalists will be asked to present their proposal virtually and/or possibly asked to travel to Myrtle Beach, SC at their own expense to make a presentation in-person to the Collaborative. This will be determined at the sole discretion of the Collaborative. Specific information about the presentation will be shared with the finalists at the time of their notification. Final selection of the winning Service Provider shall be based on a combination of the written proposals and presentations.

### ***Award of Contract***

Selection shall be made of one or more Service Providers (as applicable) that are deemed to be fully qualified, and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price and the Service Provider's ability to successfully perform all contract requirements (inclusive of meeting the criteria set forth in the RFP). Price structure shall be considered but will not be the sole determining factor. The Collaborative upon formal approval by the Collaborative Board of Directors shall select the Service Provider which, in its opinion, has made the best proposal and is most advantageous to the Collaborative, and award the contract to that Service Provider. The Collaborative will not furnish a statement of the reason why a particular proposal by a Service Provider was not deemed to be the most advantageous to the Collaborative. At any time during the RFP process, including during any negotiations or discussions with a Service Provider, the Collaborative may terminate such negotiations or discussions at any time and resume the RFP process or issue a new RFP. The reason for such termination shall be made part of the file. The award document shall be a signed contract incorporating by reference all the requirements set forth herein, the General Terms and Conditions of the RFP, as set forth below, and the Service Provider's proposal.

### ***Rejection of Proposals***

The Collaborative reserves the right to reject any or all proposals received and the right to choose different Service Providers to execute certain parts of the RFP. Non-acceptance of a proposal means that one or more other Service Providers were deemed more advantageous to the Collaborative or that all proposals were rejected.

### ***Accessibility of Proposals***

To be considered for selection, please ensure that the digital version of the submitted proposal is accessible by standard screen reading technology on both a PC and/or Apple Mac device. PDF format is preferable.

### ***Ownership of RFP Materials***

All proposals become the property of the Collaborative upon receipt. Selection or rejection of the proposal will not affect this right. The Collaborative shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to the RFP. Disqualification of a proposal does not eliminate this right.

## General Terms and Conditions

1. **RECEIPT AND OPENING OF PROPOSALS** - It is the responsibility of the Service Provider to ensure that the proposals are delivered to the place designated for receipt of proposals prior to the time set for receipt of proposals. No proposals received after the time designated for receipt of proposals will be considered.

2. **APPLICABLE LAWS AND COURTS** – The RFP and any resulting contract shall be governed in all respects by the laws of the state of South Carolina and any litigation with respect thereto shall only be brought in the courts of the state of South Carolina. The Service Provider shall comply with applicable federal, state, and local laws and regulations.

4. **ANTI-DISCRIMINATION/SOUTH CAROLINA FAIR EMPLOYMENT ACTS** – By submitting their proposals, all Service Providers certify that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the South Carolina Human Affairs Law, as amended, where applicable.

A.) During the performance of the contract, the Service Provider agrees as follows:

- i.) The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, all notices required by law, including those setting forth the provisions of this nondiscrimination clause.
- ii.) The Service Provider, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, will state that such Service Provider is an equal opportunity employer.
- iii.) All notices, advertisements and solicitations shall be placed in accordance with federal law, rule, or regulation.

B.) The Service Provider will include a nondiscrimination provision consistent with the provisions of subparagraph A above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

### 5. **Ethics in Public Contracts**

By submitting their proposals, all Service Providers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Service Provider, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any Collaborative employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

### 6. **Immigration Reform and Control Act of 1986**

By submitting their proposals, Service Providers certify that they do not and will not, during the performance of the contract employ individuals not authorized to work in the United States or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

## **7. Obligation of Service Provider**

By submitting a proposal, the Service Provider covenants and agrees that he/she has satisfied himself/herself, from their own investigation of the conditions to be met, that he/she fully understands his/her obligation and that he/she will not make claim for, or have right to, cancellation or relief from the contract because of any misunderstanding or lack of information.

## **8. Clarification of Terms**

If any prospective Service Provider has questions about the specifications or other solicitation documents, the prospective Service Provider should contact the RFP Coordinator. Any revisions to the RFP will be made only by addendum to the RFP issued by the Collaborative Staff.