



State of South Carolina

Request for Proposals From S.C. Department of Administration (Admin)

Date Issued: March 14, 2025
 Admin Contact: Elsie Montgomery
 Phone: (803) 737-1178
 E-Mail Address: Elsie.Montgomery@admin.sc.gov

DESCRIPTION: Admin seeks proposals for services of an independent compliance consultant to assess and oversee compliance with certain recommendations resulting from 1) a State Treasury forensic accounting review and 2) an assessment of the State’s ACFR development process.

SUBMIT PROPOSAL BY **April 2, 2025, 11:00 AM**

QUESTIONS MUST BE SUBMITTED BY **MARCH 24, 2025, 11:00 AM** (See General Instructions p. 9 below)

SUBMIT YOUR PROPOSAL BY E-MAIL TO THE ADMIN CONTACT (Elsie.Montgomery@admin.sc.gov) OR TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: S.C. Department of Administration PO Box 2825 Columbia SC 29211 Attention: Elsie Montgomery	PHYSICAL ADDRESS: S.C. Department of Administration 1200 Senate Street, Suite 450 Columbia SC 29201 Attention: Elsie Montgomery
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ENTITY NAME (Full legal name of business)	
AUTHORIZED SIGNATURE	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	DATE
MAILING ADDRESS	
CITY	STATE/ZIP CODE
TELEPHONE #	E-MAIL ADDRESS

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I. INTRODUCTION

This Request for Proposals is issued pursuant to the requirements of S.253 enacted by the South Carolina General Assembly and approved by the Governor and effective on March 7, 2025. S.253 can be found at https://www.scstatehouse.gov/sess126_2025-2026/bills/253.htm S.253 is incorporated into this RFP as if repeated herein verbatim.

Background

As part of the Appropriations Act of 2024, the South Carolina General Assembly included Proviso 93.19. Among other things, the Proviso required the Department of Administration (Admin) to engage an independent forensic accounting firm to conduct a forensic accounting review of all cash and investments held in the State Treasury. Following a competitive procurement process, Admin engaged AlixPartners LLP (AlixPartners) to perform the required forensic accounting review. Proviso 93.19 can be found at <https://www.admin.sc.gov/TreasuryRFP>.

Proviso 93.19 and Admin's engagement of AlixPartners required that a final report from their forensic accounting work must be submitted to the Governor, President of the Senate, Chairman of the Senate Finance Committee, Speaker of the House of Representatives, and Chairman of the House Ways and Means Committee. The final report was to include findings and recommendations for any corrective entries and actions necessary, along with recommendations for procedures and controls to be implemented in the future. AlixPartners' *State Treasury Forensic Accounting Review Final Report* (Forensic Accounting Final Report) was provided to the Governor and specified legislative leaders on January 15, 2025.

Among other things, the Forensic Accounting Final Report set out 25 recommendations for the State of South Carolina in general, the Comptroller General's Office (CGO), the State Treasurer's Office (STO), the Office of the State Auditor (OSA), and/or Admin's South Carolina Enterprise Information System (SCEIS), either individually or in combination, to implement corrective actions based on the various findings. The first recommendation (Recommendation #1) in the final report gives rise to this RFP. Recommendation #1 is that the State of South Carolina:

Hire an independent third party (e.g., independent compliance consultant) to assess and oversee compliance with all recommendations in this report.

AlixPartners' Forensic Accounting Final Report in its entirety can be found at <https://www.admin.sc.gov/TreasuryRFP>.

In response to Recommendation #1, the General Assembly enacted S.253, a Joint Resolution directing Admin to hire an independent compliance consultant to assess and oversee compliance with all recommendations in the AlixPartners' Forensic Accounting Final Report by the CGO, STO and OSA. Also, S.253 recognized that there have been other recent studies performed relative to the preparation of South Carolina's financial statements and that, in addition to the recommendations of the AlixPartners report, the independent compliance consultant hired by Admin should also assess and oversee compliance with recommendations contained in any "other relevant studies conducted in Fiscal Years 2023-2024 and 2024-2025." For purposes of this RFP, the other relevant study from which recommendations are to be assessed by the engaged independent compliance consultant come from the *Operational Performance Assessment of the ACFR Development Process* (ACFR Development Process Assessment) prepared for the South Carolina Office of the State Auditor by Mauldin & Jenkins in March 2024. The ACFR Development Process Assessment can be found at <https://admin.sc.gov/sites/admin/files/Documents/OED/final-m-j-acfr-development-assessment-report-3-20-24.pdf>

Brief Description of Engagement

To satisfy the requirements of S.253, Admin intends to engage an independent compliance consultant as Contractor to assess the compliance by the CGO, STO, and OSA in implementing all recommendations in the AlixPartners Forensic Accounting Final Report that do not require statutory change to be fully implemented. The Contractor may be required to assist the CGO, STO, and OSA in the implementation of all such recommendations. Additionally, the Contractor will assess the recommendations contained in the ACFR Development Process Assessment and Contractor will oversee and may be required to assist in the compliance by the appropriate Office(s) with those recommendations to the extent that such does not create unnecessary redundancy with the implementation of the recommendations from the AlixPartners final report. The Contractor's assessment and oversight will include, but may not be limited to, advising Admin on the process and proposed policies and procedures for implementing the recommendations, coordinating with Admin in the oversight of implementing the recommendations by the CGO, STO and OSA; reviewing and commenting to Admin on the monthly implementation status reports received from the CGO, STO and OSA; attending monthly public meetings of the CGO, STO and OSA and providing input regarding the status of the implementation of the recommendations; reviewing and providing comment to Admin on the detailed timeline for implementation of all recommendations provided by the CGO, STO and OSA; and providing a comprehensive report upon the completion of the implementation (or within one year of the effective date of S.253 if not complete) of all recommendations to the South Carolina Joint Bond Review Committee. The Contractor may be required to assist the CGO, STO, and OSA in the implementation of all recommendations. After submission of the comprehensive report to the South Carolina Joint Bond Review Committee (subject to appropriations from the General Assembly), the Contractor may be required to monitor the implementation efforts and/or the results of the implementation for a period lasting through no later than June 30, 2029.

Additionally, the Contractor will make any required presentations concerning the status, reports, or completed implementation of the recommendations to the Governor, members of the General Assembly, and any other State or federal agency as may be necessary, including at in-person meetings with these parties. The Contractor will appear before and be prepared to answer any questions related to the implementation process posed by the General Assembly or any legislative committee or subcommittee as may be required by Admin and may be required to attend in-person meetings of those bodies and committees. It is intended that this engagement will result in a contract whereby the Contractor takes all actions necessary to perform the scope of work set forth below.

Work Performed

The work of the Contractor will be performed under the direction of Admin. However, portions of the work may be performed under guidance from the South Carolina Attorney General's Office (AG's Office) and outside counsel for the AG's Office. Such work is essential to the AG's Office rendering of legal advice to the State, and thus, such work of the Contractor will be protected from disclosure to third parties, including under FOIA, by the attorney-client privilege and the work product doctrine.

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II. SCOPE OF WORK

The Contractor selected by Admin will be required to provide the compliance consulting services listed below.

Services

A. Basic Requirements of S.253

1) The Contractor must review and become familiar with the findings and recommendations contained in *AlixPartners' State Treasury Forensic Accounting Review Final Report*. The Forensic Accounting Final Report found at <https://www.admin.sc.gov/TreasuryRFP> and listed as "State Treasury Forensic Accounting Review Final Report" is incorporated into this RFP as if repeated herein verbatim.

2) The Contractor must review and become familiar with the findings and recommendations contained in the ACFR Development Process Assessment prepared for the South Carolina Office of the State Auditor by Mauldin & Jenkins in March 2024. The ACFR Development Process Assessment found at <https://admin.sc.gov/sites/admin/files/Documents/OED/final-m-j-acfr-development-assessment-report-3-20-24.pdf> is incorporated into this RFP as if repeated herein verbatim.

a) The Contractor must assess the recommendations contained in the ACFR Development Process Assessment to determine which such recommendations should be implemented in addition to the recommendations in the AlixPartners Forensic Accounting Final Report and do not create unnecessary redundancy with the implementation of the recommendations from the AlixPartners Forensic Accounting Final Report.

3) Within 8 business days of the effective date of the contract, the Contractor must prepare and provide to Admin a comprehensive listing of all recommendations (not to include Recommendation #1) contained in the AlixPartners' Forensic Accounting Final Report and all recommendations contained in the ACFR Development Process Assessment which Contractor believes are consistent with, enhance, further, or should be implemented in addition to the recommendations in the AlixPartners Forensic Accounting Final Report (Comprehensive List).

4) The Contractor must review and provide comment to Admin on the detailed timelines for implementation of all recommendations provided by the CGO, STO and OSA within 10 business days of the receipt of a particular timeline by the Contractor. These timelines are required to be prepared by the CGO, STO and OSA no later than ninety days after the effective date of S.253. As such, the Contractor must ensure that the various timelines prepared by the CGO, STO and OSA address all of the recommendations in the Comprehensive List prepared by the Contractor. It should be noted that it is the intent of S.253 that all recommendations that do not require statutory change be fully implemented no later than one year after its effective date.

5) The Contractor must assess and provide oversight of the compliance by the CGO, STO, and OSA in implementing all recommendations in the Comprehensive List that do not require statutory change to be fully implemented. The Contractor's assessment and oversight will include, but may not be limited to:

a) advising Admin on the process and proposed policies and procedures for implementing the recommendations and coordinating with Admin in the oversight of implementing the recommendations by the CGO, STO and OSA;

b) reviewing and opining to Admin in writing on the monthly implementation status reports that must be provided by the CGO, STO and OSA no later than thirty days following receipt of the status reports, including but not limited to expressing the Contractor's views on whether the CGO, STO, and OSA are,

in good faith, fully and completely implementing and complying with the recommendations in the Comprehensive List. In addition, the Contractor shall opine on whether the proposed remediation actions adequately address the recommendations in the Comprehensive List. If in the Contractor's view they do not, the Contractor shall describe in what respect the proposed remediation actions are lacking.

c) assisting Admin and the AG's Office in identifying recommendations in the Comprehensive List that may not be feasible to be implemented absent potential statutory change, and assisting Admin and the AG's Office in communicating potential statutory changes to relevant stakeholders within the State legislature for consideration that would further enable efficient compliance with the recommendations in the Comprehensive List; and

d) attending monthly public meetings of the CGO, STO and OSA and providing input (written and verbal) at the meetings to those offices and Admin regarding the status of the implementation of the recommendations in the Comprehensive List. The Contractor must also provide a written update to Admin regarding the Contractor's opinion of progress in the implementation of the recommendations by each office within 3 business days of the monthly public meeting if information presented at the public meeting is inconsistent with the Contractor's most recent report provided pursuant to subsection 5(b) above.

6) The Contractor will be required to collect and review documents and interview relevant personnel as necessary to understand the State's Annual Comprehensive Financial Report (ACFR) process, the participation of the various agencies of the State in the ACFR process, the findings of the AlixPartners' Forensic Accounting Final Report, and the recommendations of the AlixPartners' Forensic Accounting Final Report and the ACFR Development Process Assessment.

7) The Contractor must provide a comprehensive report upon the completion of the implementation (or within one year of the effective date of S.253 if not complete) detailing the status of all recommendations in the Comprehensive List to the South Carolina Joint Bond Review Committee.

8) The Contractor must make any required presentations concerning the status, reports, or completed implementation of the recommendations in the Comprehensive List to the Governor, members of the General Assembly, and any other State or federal agency as may be necessary, including at in-person meetings with these parties.

9) The Contractor must appear before and be prepared to answer any questions related to the implementation process posed by the General Assembly or any legislative committee or subcommittee as may be required by Admin and may be required to attend in-person meetings of those bodies and committees.

10) The Contractor is expected to perform work on-site at designated state agency offices as is necessary as determined by Admin. Work not required to be performed on-site by Admin may be performed remotely by the Contractor.

B. Enhanced Services (Additional Requirements Bolded in paragraph B. 5)

1) The Contractor must review and become familiar with the findings and recommendations contained in *AlixPartners' State Treasury Forensic Accounting Review Final Report*. The Forensic Accounting Final Report found at <https://www.admin.sc.gov/> and listed as "State Treasury Forensic Accounting Review Final Report" is incorporated into this RFP as if repeated herein verbatim.

2) The Contractor must review and become familiar with the findings and recommendations contained in the ACFR Development Process Assessment prepared for the South Carolina Office of the State Auditor by Mauldin & Jenkins in March 2024. The ACFR Development Process Assessment found at <https://admin.sc.gov/sites/admin/files/Documents/OED/final-m-j-acfr-development-assessment-report-3-20-24.pdf> is incorporated into this RFP as if repeated herein verbatim.

a) The Contractor must assess the recommendations contained in the ACFR Development Process Assessment to determine which such recommendations should be implemented in addition to the recommendations in the AlixPartners Forensic Accounting Final Report and do not create unnecessary redundancy with the implementation of the recommendations from the AlixPartners Forensic Accounting Final Report.

3) Within 8 business days of the effective date of the contract, the Contractor must prepare and provide to Admin a comprehensive listing of all recommendations (not to include Recommendation #1) contained in the AlixPartners' Forensic Accounting Final Report and all recommendations contained in the ACFR Development Process Assessment which Contractor believes are consistent with, enhance, further, or should be implemented in addition to the recommendations in the AlixPartners Forensic Accounting Final Report (Comprehensive List).

4) The Contractor must review and provide comment to Admin on the detailed timelines for implementation of all recommendations provided by the CGO, STO and OSA within 10 business days of the receipt of a particular timeline by the Contractor. These timelines are required to be prepared by the CGO, STO and OSA no later than ninety days after the effective date of S.253. As such, the Contractor must ensure that the various timelines prepared by the CGO, STO and OSA address all of the recommendations in the Comprehensive List prepared by the Contractor. It should be noted that it is the intent of S.253 that all recommendations that do not require statutory change be fully implemented no later than one year after its effective date.

5) The Contractor must assess **and provide assistance to** and oversight of the compliance by the CGO, STO, and OSA in implementing all recommendations in the Comprehensive List that do not require statutory change to be fully implemented. The Contractor's assessment and oversight will include, but may not be limited to:

a) advising Admin on the process and proposed policies and procedures for implementing the recommendations and coordinating with Admin in the oversight of implementing the recommendations by the CGO, STO and OSA;

b) reviewing and opining to Admin in writing on the monthly implementation status reports that must be provided by the CGO, STO and OSA no later than thirty days following receipt of the status reports, including but not limited to expressing the Contractor's views on whether the CGO, STO, and OSA are, in good faith, fully and completely implementing and complying with the recommendations in the Comprehensive List. In addition, the Contractor shall opine on whether the proposed remediation actions adequately address the recommendations in the Comprehensive List. If in the Contractor's view they do not, the Contractor shall describe in what respect the proposed remediation actions are lacking **and provide alternative satisfactory proposals;**

c) assisting Admin and the AG's Office in identifying recommendations in the Comprehensive List that may not be feasible to be implemented absent potential statutory change, and assisting Admin and the AG's Office in communicating potential statutory changes to relevant stakeholders within the State legislature for consideration that would further enable efficient compliance with the recommendations in the Comprehensive List; and

d) attending monthly public meetings of the CGO, STO and OSA and providing input (written and verbal) at the meetings to those offices and Admin regarding the status of the implementation of the recommendations in the Comprehensive List. The Contractor must also provide a written update to Admin regarding the Contractor's opinion of progress in the implementation of the recommendations by each office within 3 business days of the monthly public meeting if information presented at the public meeting is inconsistent with the Contractor's most recent report provided pursuant to subsection 5(b) above.

6) The Contractor will be required to collect and review documents and interview relevant personnel as necessary to understand the State's Annual Comprehensive Financial Report (ACFR) process, the participation of the various agencies of the State in the ACFR process, the findings of the AlixPartners' Forensic Accounting Final Report, and the recommendations of the AlixPartners' Forensic Accounting Final Report and the ACFR Development Process Assessment.

7) The Contractor must provide a comprehensive report upon the completion of the implementation (or within one year of the effective date of S.253 if not complete) detailing the status of all recommendations in the Comprehensive List to the South Carolina Joint Bond Review Committee.

8) The Contractor must make any required presentations concerning the status, reports, or completed implementation of the recommendations in the Comprehensive List to the Governor, members of the General Assembly, and any other State or federal agency as may be necessary, including at in-person meetings with these parties.

9) The Contractor must appear before and be prepared to answer any questions related to the implementation process posed by the General Assembly or any legislative committee or subcommittee as may be required by Admin and may be required to attend in-person meetings of those bodies and committees.

10) The Contractor is expected to perform work on-site at designated state agency offices as is necessary as determined by Admin. Work not required to be performed on-site by Admin may be performed remotely by the Contractor.

C. Continued Monitoring

1) After submission of the comprehensive report to the South Carolina Joint Bond Review Committee referenced in paragraph II. A. 7 OR II B. 7 above, as the case may be, and subject to appropriations from the General Assembly, the Contractor must continue to monitor the implementation efforts and/or the results of the implementation for a period ending no sooner than June 30, 2027, and no later than June 30, 2029.

2) The Contractor must make quarterly reports to Admin regarding the implementation efforts or the results of the implementation efforts as is appropriate for a period beginning at the completion of the quarter (March 31st, June 30th, September 30th, or December 30th) in which the comprehensive report to the South Carolina Joint Bond Review Committee is submitted and ending no sooner than June 30, 2027 and no later than June 30, 2029.

3) If the implementation process has not been completed at the time the final report referenced in paragraph II. A. 7 OR II B. 7 above, as the case may be, is submitted, in addition to the quarterly reports contemplated in this paragraph, the Contractor must prepare and provide a report to Admin detailing such completion within 20 business days of completion.

III. GENERAL INSTRUCTIONS

TIMELINE FOR PROCESS

Questions received from prospective respondents by	March 24, 2025, (11:00 AM)
Proposals received from respondents by	April 2, 2025, (11:00 AM)
Interviews with select respondents (tentative)	April 7 - 11, 2025
Award (tentative)	April 15, 2025

AMENDMENTS TO THE REQUEST FOR PROPOSALS

The Request for Proposals may be amended at any time prior to the submission date and time. All amendments to this Request for Proposals shall be in writing from Admin.

QUESTIONS FROM PROSPECTIVE RESPONDENTS

Any prospective respondent desiring an explanation or interpretation of the Request for Proposals must request it in writing, preferably by email to Admin Contact. Any information given a prospective respondent will be furnished promptly to all other prospective respondents as an Amendment to the Request for Proposals. The identity of the potential responder posing questions will not be included in any resulting Amendment.

Questions must be received by the Admin Contact no later than **11:00 AM EDT, March 24, 2025**

SUBMITTING CONFIDENTIAL INFORMATION

For every document respondent submits in response to or regarding this Request for Proposals, respondent must separately mark with either the word "CONFIDENTIAL" or words "PRIVILEGED & CONFIDENTIAL" every page, or portion thereof, that respondent 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. The selected Contractor must indemnify and defend Admin from any claim made under the S.C. Freedom of Information Act resulting from Admin's excluding from disclosure information marked as "Confidential."

ETHICS CERTIFICATE

By submitting a proposal, the respondent certifies that the respondent 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 (S.C. Ethics Act).

DRUG FREE WORKPLACE CERTIFICATION

By submitting a proposal, 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.

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IV. INFORMATION TO BE SUBMITTED

COVER SHEET AND PROPOSAL

- a. A copy of the Cover Sheet (page 1 of this Request for Proposals) which has been completed and executed must be included as the first page of your entity's submission. The executed Cover Sheet (page 1 of this Request for Proposals) indicates your entity's commitment to perform the services set out in the Scope of Work within the established deadlines.
- b. Provide a proposal describing how your entity will satisfy the requirements contained in the above Scope of Work. The proposal should include the overall strategy, methodology, and technical approach your entity intends to employ throughout the process.

QUALIFICATIONS AND EXPERIENCE

- a. Provide a narrative designed to demonstrate your entity's qualifications, and advantages to the State in selecting your entity to provide the services outlined the Scope of Work. The narrative must include a demonstration of relevant experience and the professional and technical competence of your entity with respect to the type of services required by S.253 and this RFP. Provide an explanation of why your entity is qualified to provide the requested compliance consultant services. Describe the experience of your entity in performing compliance consultant services.
 1. Specific experience in some or all of the following areas is preferable:
 - a. Public sector audit or public sector outsourced accounting experience, ideally at the state level or large municipality level
 - b. Government fund accounting experience
 - c. ACFR or related public sector consolidated or comprehensive financial statement preparation or audit experience
 - d. Statutory interpretation and drafting experience
 - e. Data privacy and security
 2. Please provide examples of prior engagements for services similar to those set out in the Scope of Work included in this Request for Proposals.
 3. Please provide a detailed list of staff who will work on this project for your entity. Include the names, titles, roles for the engagement and prior experience for the employees listed.
- b. Provide a detailed description of your entity and your entity's history. Include your entity's principal business, ownership, number of employees regularly employed, how long your entity has been in the business and number of offices and locations, including the location of the office that would serve as primary contact during this contract.
- c. Provide three (3) references familiar with your work. Include the name of a contact person, their title, address, telephone number and e-mail address. References may be contacted and/or sent a written reference survey.

- d. Your entity must be properly licensed if licensure is required.

ABILITY TO PERFORM

- a. Provide a narrative designed to demonstrate the capacity and capability of your entity to provide the services requested in the Scope of Work, specifically a staffing plan and identification of any sub-consultants necessary to perform the services and the professional qualifications of both staff and sub-consultants. A narrative should be provided for each of the service components (A. Basic Requirements of S.253; B. Enhanced Services; C. Continued Monitoring) described in the Scope of Work. With regard to services set out in Section II B. Enhanced Services, the narrative should also include an indication of the benefit the enhanced services provide to the implementation of the recommendations.
- b. Provide information reflecting your entity's current financial position.
- c. Provide specific detailed information regarding any and all situations where your entity has allegedly defaulted on a contract or been judicially determined to be in default on a contract. Provide specific detailed information regarding any and all situations where a contract has been canceled or in which a contract was not renewed due to alleged fault on the part of your entity.
- d. In the last three (3) years has your entity had a project or contract terminated for cause? If so, please describe the circumstances. Provide a list of any contracts that were terminated for convenience prior to the original contract end date and the reason for termination.
- e. Provide specific detailed information regarding any legal action(s), including currently pending actions against your entity in the past five (5) years.

FEE STRUCTURE

- a. Provide a fee structure and methodology. Identify any fees and anticipated expenses applicable to the provision of the services for the following components of the Scope of Work set out in Section II.
 - i. Fees and anticipated expenses for providing the services set out in Section II A. Basic Requirements of S.253;
 - ii. Fees and anticipated expenses for providing the services set out in Section II B. Enhanced Services. Please provide an indication of the additional work required to provide the additional services and a detailed breakdown of costs associated with that work; and
 - iii. Fees and anticipated expenses for providing the services set out in Section II C. Continued Monitoring.

- b. Pursuant to Section 1 of S.253, the General Assembly directed \$1,200,000.00 to Admin to be “utilized to hire an independent compliance consultant to assess and oversee compliance with all recommendations in the AlixPartners forensic accounting report and other relevant studies conducted in Fiscal Years 2023-2024 and 2024-2025.” It is contemplated that the costs of services for the Contractor to provide the services set out in Section II A. Basic Requirements of S.253 of the Scope of Work above will not exceed \$1,200,000.00.

- c. Should an entity’s proposed fees and anticipated expenses for providing the services set out in Section II B. Enhanced Services and Section II C. Continued Monitoring exceed \$1,200,000.00, additional appropriation of funds by the General Assembly will be necessary. By submitting a proposal, an entity agrees to and must hold the offer to provide services set out in Section II B. Enhanced Services and Section II C. Continued Monitoring open until at least July 31, 2025. Should the entity be awarded a contract to perform services under Section II A. Basic Requirements of S.253, Admin may, in its discretion and subject to sufficient appropriations and further negotiations, amend the contract to cover additional services included in Section II B. Enhanced Services and Section II C. Continued Monitoring. Appropriations are made by the General Assembly on a Fiscal year basis. South Carolina’s fiscal year runs from July 1st through June 30th.

- d. Any portion of the awarded contract for which the term extends beyond the current fiscal year is dependent upon appropriations and subject to the TERMINATION DUE TO UNAVAILABILITY OF FUNDS clause in Section VIII of this RFP.

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V. EVALUATION CRITERIA

Submissions will be judged based on:

- a. Qualifications and Experience.
- b. Ability to Accomplish Scope of Work.
- c. Fee Structure. Admin will evaluate comparative costs and methodologies.

VI. CONTRACT DOCUMENTS

The contract resulting from this procurement will consist of this Request for Proposals (including any Amendments), Contractor's proposal, and the Record of Negotiations/Award (RON)(including any amendments to the RON) executed by the parties. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the following order: 1) the RON (including any Amendments/Change Orders), 2) this Request for Proposals (including any Amendments/Change Orders), and 3) Contractor's proposal.

VII. TERMS AND CONDITIONS

CHOICE-OF-LAW

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 Request for Proposals.

DISPUTES

Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina.

Sovereign Immunity. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States' Constitution.

NO INDEMNITY OR DEFENSE

Any term or condition is void to the extent it requires Admin or the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

PAYMENT and INTEREST

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers to Admin, 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 Admin (payments may be made for the completion of milestones or progress points as identified in the "Contract Documents.") (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on the Cover Page. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS

When contractual requirements extend beyond the fiscal year, 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.

RELATIONSHIP OF THE PARTIES

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.

TERM OF CONTRACT

The contract will begin on the date of award and will terminate no later than June 30, 2029. The contract will technically terminate at the end of each fiscal year; however, unless otherwise terminated pursuant to the provisions of this RFP, the contract will be automatically extended for the ensuing fiscal year on June 30, 2025, and June 30, 2026. Thirty days prior to June 30, 2027, the contract may be extended at the discretion of Admin for the ensuing fiscal year. Thirty days prior to June 30, 2028, the contract may be extended at the discretion of Admin for the ensuing fiscal year.

TERMINATION FOR CONVENIENCE

Admin may terminate this contract in whole or in part for the convenience of the State. Upon notice of such termination, Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. Contractor is entitled to payment from Admin for any work performed under this contract prior to the date set forth in the notice of termination. Contractor will deliver to Admin any drafts of required reports completed at the time of termination.

EQUAL OPPORTUNITY

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.

TRAVEL, LODGING, SUBSISTENCE

To the extent Contractor seeks reimbursement for travel, lodging, and subsistence, Contractor must follow the same rules for travel and reimbursement that are applicable to state employees. (Applicable travel rules and reimbursement requirements are set forth in the “State of South Carolina Statewide Disbursement Regulations”, which are posted on the state Comptroller General’s website, <https://cg.sc.gov> .) Contractor will adhere to the following conditions when seeking reimbursement for any travel and subsistence expenses: for lodging, upon presentation of a paid receipt, reimbursement shall be allowed for actual expenses incurred for lodging, not to exceed the current maximum lodging rates, excluding taxes, established by the U.S. General Services Administration; for meals, reimbursement shall be allowed for the actual expenses incurred in the obtaining of meals except that such costs shall not exceed \$35 per day; for travel by commercial airlines, reimbursement shall be allowed only for coach or tourist class tickets, except where exigencies require otherwise

[Remainder of page intentionally left blank - Request for Proposals continued on next page]