



## MYRTLE BEACH AREA CHAMBER OF COMMERCE & CVB

### Request for Proposal *Canadian Tourism Representation Services*

*Step One:* *NDA & Questionnaire Due by:*  
*5:00 p.m. EST on 4/13/23*

*Step Two:* *Proposals are due by:*  
*5:00 p.m. EST on 5/27/23*

3/20/2023

## **Table of Contents**

Background	3
Structure	3
RFP Overview	3
Term of Contract	4
RFP Administrator Contact information	4
Timeline	5
Response Guidelines	5
Project Scope	7
Decision Making Criteria	10
Non-Disclosure Agreement	11
Service Provider Certification Form	14
Method of Selection	15
Award of Contract	15
Rejection of Proposals	15
Ownership of RFP Materials	15
General Terms and Conditions	16

### **Background**

The Myrtle Beach Area Chamber of Commerce (MBACC) is a South Carolina nonprofit corporation committed to promoting, protecting, and improving the business community. MBACC 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.

MBACC 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.

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

### **Structure**

MBACC 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 80 years old and includes a main office, airport welcome center, and mobile visitor center. MBACC has 43 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 solicit proposals from qualified, experienced, financially sound, and responsible firms to provide tourism representation services to the Canada market for Visit Myrtle Beach, the official destination marketing organization through our Myrtle Beach Area Convention & Visitor's Bureau. This includes promoting the Myrtle Beach area destination, primarily through its Visit Myrtle Beach brand and tourism marketing and sales activities, including trade and consumer initiatives that will generate the strongest overall return-on-investment. These efforts may include a variety of approaches from public relations, consumer sales, group sales and marketing, but are not limited to these areas. We are looking for your proven expertise and recommendations to maximize our investments in hopes of growing visitors from Canada to the Myrtle Beach area. The services needed are outlined below. The scope of services is further defined in Scope of Services section.

The contract will be awarded to the qualified tourism representation organization that best meets the comprehensive needs of MBACC. Emphasis will be placed on key strategic components of the proposal including marketing, sales and media relation/promotion strategies. Demonstrated experience, expertise, and attention to customer service constitute key attributes that will be heavily considered.

While it is MBACC's intent to award the contract(s) to one organization, it reserves the right to award the contract in whole or in part to one organization or multiple organizations. MBACC also reserves the right without prejudice to reject proposals in whole or in part that do not comply with the provisions of this RFP. MBACC may choose not to select certain services set forth in the RFP and/or respondent proposals. Although interest rates, fees, and compensation are important factors in the evaluation of the proposals, MBACC may not select the lowest bidder after evaluating all relevant factors as determined by MBACC.

During the evaluation process, MBACC 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, MBACC'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.

MBACC staff will oversee the RFP process, including deciding on the service provider to be selected and presented to the MBACC Board of Directors for formal approval. A select group of area industry professionals and stakeholders will be consulted for input throughout the RFP process. MBACC shall be the "Client" or "Customer" on all services rendered pursuant to a final agreement between MBACC 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 initial contract period will be for a term of (4) four years (the "Initial Term"), unless sooner terminated in accordance with the contract. MBACC may extend the agreement to include two additional 12-month renewal periods. The compensation and fees for services quoted in the proposals must be guaranteed for at least 36 months. Nothing in this paragraph shall limit the ability of the parties to terminate the contract(s) at earlier dates as herein provided. Note that fees 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, Director of Operations  
Myrtle Beach Area Chamber of Commerce & CVB  
1200 North Oak Street  
Myrtle Beach, SC 29577  
Tel: (843) 916-7269  
Matthew.Metzger@VisitMyrtleBeach.com

### **Timeline**

<b>Task</b>	<b>Completion Date</b>
RFP published	3/20/23
Submit signed NDA/Confidentiality Agreement & Qualifying Questionnaire	4/13/23 by 5 p.m. EST
Proposals Due, Including Financial Proposal	5/27/23 by 5 p.m. EST
Notification of finalists	6/8/23
Finalists in-person presentations	6/27 or 6/28/23
Service Provider Selection Complete	7/7/23
Award Contract	7/14/23

*\* Timeline subject to change.*

**Response Guidelines**

- Signed NDA and completed Qualifying Questionnaire using the forms provided by MBACC must be submitted by Service Provider to MBACC on or before 4/13/23 by 5:00 p.m. EST to participate.
- Written proposals must be submitted to MBACC on or before 5/27/23 by 5:00 p.m. EST for consideration. Late proposals cannot be accepted. Supporting materials such as USBs are welcome and should be referenced within the written presentation. At least four copies of the proposal should also be provided on USB's as well.
- 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. MBACC 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 MBACC, the Service Provider must be available to present in-person to MBACC on June 27, 2023, or June 28, 2023, during normal business hours.
- MBACC will not return any materials submitted as part of this process.
- All submissions should be in an 8 ½" X 11" format (no oversized submissions please).
- All submissions should be a **maximum** of 20 total pages.

**PLEASE SUBMIT COMPLETED PROPOSALS (as well as NDAs, Service Provider certification) ELECTRONICALLY VIA EMAIL OR THROUGH A FILING SHARE PLATFORM IF NEEDED (such as Dropbox or Box) TO: [Matthew.Metzger@VisitMyrtleBeach.com](mailto:Matthew.Metzger@VisitMyrtleBeach.com)**

Matthew Metzger, Director of Operations  
Myrtle Beach Area Chamber of Commerce & CVB

**All electronic proposals should include "Myrtle Beach Area Chamber of Commerce Canadian Tourism Representation " in the subject line.**

## **Scope of Services:**

### **Tourism Representation in Canada**

1. Vendor needs to provide tourism representation services for Canada, including promoting the Myrtle Beach destination, primarily through its Visit Myrtle Beach brand and tourism sales and marketing activities, including trade and consumer initiatives. Current Myrtle Beach efforts in Canada have included the following items but we are looking for your innovative new ideas and recommendations.
  - a. Produce an annual sales and public relations plan and budget for promoting the Myrtle Beach area as a premier travel destination in Canada. Present this plan for approval by the CMO, the EVP of Group Sales and the VP, Brand & Communications. Once approved, implement this plan while also making recommendations for plan adjustments to maximize results considering changes that may impact travel from Canada to Myrtle Beach. Note that Visit Myrtle Beach works with additional agencies of record for media planning and buying, creative and public relations services. Canadian tourism representation will work collaboratively with MBACC staff and agency partners on integrated efforts targeting the Canadian market.
  - b. Conduct travel agency, tour operator, media, wholesaler sales calls in Canada – minimum 45 per month by phone, virtual and in person.
  - c. Organize and coordinate any consumer booths/travel trade shows/media events in Canada as included in the annual plan and budget.
  - d. Attend monthly trade meetings for associations providing benefits of attendance for the Myrtle Beach Area.
  - e. Execute destination product training for travel agents, tour operators and wholesalers.
  - f. Assist with trade missions, sales blitzes, fam trips, virtual tours.
  - g. Provide timely summaries and associated expenses of efforts on a monthly basis to Myrtle Beach Chamber & CVB EVP of Group Sales; VP, Brand & Communications; and finance department.
  - h. Complete weekly updates of activities and share with EVP of Group Sales and VP, Brand & Communications via email.
  - i. Complete an annual training trip to the Myrtle Beach area to update and immerse in the tourism offerings of the destination and continue to build relationships with Chamber/CVBmember investors. Contractor should make all appointments and arrangements for the visit and focus on those new destination experiences as well as meeting new investors and sharing importance of Canada for their business. Contractor should review plan and itinerary with the EVP of Group Sales and the VP, Brand and Communications prior to scheduling. Contractor should also plan and execute an update on Canadian promotion efforts and how to benefit from those efforts to tourism member investors interested in growing market share from this market.
  - j. Provide website content updates, as requested, from a Canadian's perspective, for inclusion on the Visit Myrtle Beach website. Review VisitMyrtleBeach.com content in the Canadian visitor section and share updates on a quarterly basis. Make suggestions for additional content needs and help in securing and writing that content.

In addition to the preceding tasks and deliverables, contractor shall provide the MBACC/MBACVB with all notes, correspondence, and leads from travel agency, meeting and incentive sales calls, travel trade shows,

monthly trade meetings, destination product training, trade missions, sales blitzes, FAM trips, and client and press/media appointments. All such documentation and information must be entered into and maintained in the Simpleview CRM system utilized by the MBACC/MBACVB. All accounts should be traced for future activity and updated as scheduled. Contractor shall also maintain a company profile in Simpleview for each of the companies that we interact with in Canada and shall keep the CMO, EVP of Group Sales and the VP, Brand and Communications updated on trends and news in the Canadian market that may impact visitation to the Myrtle Beach area.

**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.

**Account Management**

Please provide a comprehensive overview detailing the management and administration of MBACC's business accounts including all elements of the relationship addressed by this RFP. The overview should include but is not limited to the following:

- Customer service and account management approach and philosophy
- Organizational structure
- Procedures to ensure continuity of services during vacations and other absences
- Product introduction and familiarization process
- Methods and tools utilized to monitor customer satisfaction

Please provide at least three business references from organizations with characteristics similar to MBACC or commercial banking customers that utilize services similar to those addressed by this RFP. Please list any accounts 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.

**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, errors and omissions of directors, officers, and other personnel
- A copy or reasonable synopsis of the organization's disaster recovery plan

**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 Canadian Tourism Representation Services to MBACC
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 responses; provided, however, all Service Providers must demonstrate their ability, recommended plan, and commitment to provide the requested services to MBACC regardless of location.

### **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.
- Primary proposed team to manage the account with MBACC, including responsibilities, office location, and contact information for each member of the proposed team.
- Brief 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 three of Service Provider's current clients.
- Customer service and account management approach and philosophy.
- Institution must be MBACC member in good standing, or if selected in the RFP process, institution must join MBACC as a member when selected.
- Key resources applicable to the project 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):

Criteria
<b>Operational Requirements</b> <ul style="list-style-type: none"> <li>• Understanding the needs and operation requirements of MBACC</li> <li>• Organization and other associate locations</li> <li>• Scope of services offered</li> </ul>

**Experience**

- Experience, resources, and qualifications of the organization and individuals assigned to this account
- Relevant experience managing similar account relationships

**Compliance with the requirements of this RFP and quality of proposal****Fees**

- 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, MBACC is not required to choose the lowest cost proposer)

From this preliminary evaluation, MBACC will establish a short-list of prospective proposers that may be invited to make an 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 level of detail	15
Staff experience - Demonstrated experience of key personnel in projects of similar scope and nature	20
Cost competitiveness - is best option for MBACC based on overall value-cost proposition	25
Creativity and innovation of ideas presented	20
Implementation approach and methodology, including project timing, staff training, partner business training, and transition (if applicable)	20
<b>Total</b>	<b>100</b>



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "**Agreement**"), dated as of (April 13, 2023 ) ("**Effective Date**"), is between 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]

Myrtle Beach Area Chamber of Commerce

By\_\_\_\_\_

By\_\_\_\_\_

Name:

Name: Karen Riordan

Title:

Title: Chief Executive 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 MBACC Staff may thereafter select those Service Providers that qualify as finalists. Finalists will be asked to travel to Myrtle Beach, SC at their own expense to make a presentation in-person to MBACC. 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 in-person 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. MBACC upon formal approval by the MBACC Board of Directors shall select the Service Provider which, in its opinion, has made the best proposal and is most advantageous to MBACC, and award the contract to that Service Provider. MBACC 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 MBACC. At any time during the RFP process, including during any negotiations or discussions with a Service Provider, MBACC 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***

MBACC 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 MBACC 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 an Apple Mac device.

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

All proposals become the property of the MBACC upon receipt. Selection or rejection of the proposal will not affect this right. MBACC 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 assure 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. **IDENTIFICATION OF A PROPOSAL ENVELOPE/PACKAGE** - A special envelope is NOT furnished; therefore, the signed proposals should be returned in an envelope or package sealed and identified as a sealed proposal and addressed as directed on page 6 of the RFP.
3. **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 MBACC 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 has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he 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 MBACC Staff.