

 <p>S.C. Education Lottery Attention: M&amp;PD Procurement 1333 Main Street, Suite 400 Columbia, SC 29201</p>	<h2>SC Education Lottery (SCEL)</h2> <h3>Invitation For Bids</h3>	<p>Solicitation Number: <b>FY19 PROMO 2 IFB</b></p> <p>Date Issued: <b>Tues., August 8, 2018</b></p> <p>Procurement Officer: V. Simons Phone: 803-737-2037 E-Mail Address: <b>Promo@SCLot.com</b></p>
--	---	---

DESCRIPTION: Invitation For Bids to Solicit Promotional Items for the South Carolina Education Lottery (SCEL).

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a **sealed package**. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.*

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
<p>MAILING ADDRESS: S.C. Education Lottery Attention: M&amp;PD Procurement 1333 Main Street, Suite 400 Columbia, SC 29201</p>	<p>PHYSICAL ADDRESS: S.C. Education Lottery Attention: M&amp;PD Procurement 1333 Main Street, Suite 400 Columbia, SC 29201</p>

SUBMIT OFFER BY (Opening Date/Time): **Fri., 09.13.18, at 2 p.m. local time** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED **IN WRITING** BY: **Fri., 08.24.18, at 2 p.m. local time** (See "Questions From Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED:** One (1) hard copy of bid only, which must be submitted by mail or by hand. **Emailed bids NOT accepted.** After the bids are tabulated, **ONLY** the lowest priced vendors will be requested to submit samples of the promotional items being solicited. **Packaging and the samples must be clearly labeled with the vendor's information.** **Packages not tied to a specific vendor will be found non-responsive.** Initial here for samples to be returned at your expense: \_\_\_\_\_

<p>CONFERENCE TYPE: <b>Teleconference. Email Promo@SCLot.com for access information. Please email by 2 p.m. on day before teleconference.</b> DATE &amp; TIME: Thursday, August 23, 2018, at 2 p.m. local time. <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small></p>	<p>LOCATION: <b>Not Applicable</b></p>
---	--

<p>AWARD &amp; AMENDMENTS</p>	<p>Award will be posted on <b>Tues., 10.10.18</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.sceducationlottery.com/lottery/procurement.aspx">http://www.sceducationlottery.com/lottery/procurement.aspx</a></p>
-------------------------------	---

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of **forty (40)** calendar days after the Opening Date.  
(See "Signing Your Offer" provision.)

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

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

**PAGE TWO**

**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension                      Facsimile
	_____ E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
--	----------------------	----------------------	----------------------	-------------------------

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_\_ In-State Office Address same as Home Office Address  
 \_\_\_\_\_ In-State Office Address same as Notice Address    (check only one)

End of PAGE TWO

**PAGE THREE**

**Table of Contents**

I. SCOPE OF SOLICITATION..... 6

    ACQUIRE SUPPLIES / EQUIPMENT (MODIFIED): .....6

    SCHEDULE OF KEY EVENTS. All dates are subject to change. ....6

II. INSTRUCTIONS TO OFFERORS -- A. GENERAL INSTRUCTIONS..... 7

    DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED).....7

    AMENDMENTS TO SOLICITATION **(MODIFIED)** .....7

    AUTHORIZED AGENT (FEB 2015) .....7

    AWARD NOTIFICATION (FEB 2015) .....8

    BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004).....8

    BID ACCEPTANCE PERIOD (JAN 2004) .....8

    BID IN ENGLISH & DOLLARS (JAN 2004).....8

    CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008) .....8

    CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004) ...9

    CODE OF LAWS AVAILABLE (MODIFIED) .....9

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MODIFIED)** .9

    DEADLINE FOR SUBMISSION OF OFFER (JAN 2004) .....9

    DRUG FREE WORK PLACE CERTIFICATION (JAN 2004).....9

    DUTY TO INQUIRE (FEB 2015).....10

    OMIT TAXES FROM PRICE (JAN 2004).....10

    OPEN TRADE REPRESENTATION (JUN 2015) .....10

    PROTESTS (JUN 2006).....10

    PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015).....10

    PUBLIC OPENING (JAN 2004).....11

    QUESTIONS FROM OFFERORS (MODIFIED).....11

    REJECTION/CANCELLATION (JAN 2004) .....11

    RESPONSIVENESS/IMPROPER OFFERS (MODIFIED).....11

    SIGNING YOUR OFFER (JAN 2004) .....12

    STATE OFFICE CLOSINGS (JAN 2004).....12

    SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015).....12

    SUBMITTING A PAPER OFFER OR MODIFICATION (MODIFIED) .....12

    TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008): .13

    VENDOR REGISTRATION MANDATORY (MODIFIED):.....13

    WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004) .....13

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS..... 14

    CLARIFICATION (NOV 2007) .....14

    OFFERING BY LOT (JAN 2006).....14

PREFERENCES - A NOTICE TO VENDORS (SEP 2009).....	14
PREFERENCES - SC/US END-PRODUCT (SEP 2009) .....	14
PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009).....	15
PROTEST - CPO - MMO ADDRESS (MODIFIED) .....	15
<b>SAMPLES (MODIFIED) *****VERY IMPORTANT*****</b> .....	15
UNIT PRICES REQUIRED (JAN 2006) .....	16
III. SCOPE OF WORK/SPECIFICATIONS .....	17
SEE BIDDING SCHEDULE .....	17
DELIVERY DATE - SPECIFIED (MODIFIED).....	17
DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED) .....	17
QUALITY -- NEW (JAN 2006).....	18
IV. INFORMATION FOR OFFERORS TO SUBMIT .....	19
INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED).....	19
MINORITY PARTICIPATION (DEC 2015).....	19
LOTTERY VENDORS (SCEL):.....	20
V. QUALIFICATIONS.....	21
QUALIFICATION OF OFFEROR (MAR 2015).....	21
VI. AWARD CRITERIA.....	22
AWARD CRITERIA – BIDS (JAN 2006).....	22
AWARD TO ONE OFFEROR (JAN 2006).....	22
CALCULATING THE LOW BID .....	22
UNIT PRICE GOVERNS (JAN 2006).....	22
VII. TERMS AND CONDITIONS -- A. GENERAL.....	23
ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015).....	23
BANKRUPTCY - GENERAL (FEB 2015) .....	23
CHOICE-OF-LAW (JAN 2006).....	23
CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015).....	23
DISCOUNT FOR PROMPT PAYMENT (JAN 2006) .....	23
DISPUTES (JAN 2006).....	24
EQUAL OPPORTUNITY (JAN 2006) .....	24
FALSE CLAIMS (JAN 2006).....	24
FIXED PRICING REQUIRED (JAN 2006).....	24
NO INDEMNITY OR DEFENSE (FEB 2015) .....	24
NOTICE (JAN 2006).....	24
OPEN TRADE (JUN 2015).....	24
PAYMENT & INTEREST (FEB 2015) .....	25
PUBLICITY (JAN 2006) .....	25
PURCHASE ORDERS (JAN 2006).....	25
SURVIVAL OF OBLIGATIONS (JAN 2006) .....	25

TAXES (JAN 2006) .....	25
THIRD PARTY BENEFICIARY (JAN 2006).....	25
WAIVER (JAN 2006) .....	26
VII. TERMS AND CONDITIONS -- B. SPECIAL.....	27
CHANGES (JAN 2006) .....	27
CISG (JAN 2006).....	27
COMPLIANCE WITH LAWS (JAN 2006).....	27
DEFAULT (JAN 2006):.....	27
ILLEGAL IMMIGRATION (NOV 2008): .....	28
INDEMNIFICATION - INTELLECTUAL PROPERTY (JAN 2006) .....	28
MATERIAL AND WORKMANSHIP (JAN 2006).....	29
PACK SIZE - BUNDLING (JAN 2006).....	29
PACKAGING (JAN 2006).....	29
PALLETIZING (JAN 2006).....	29
RELATIONSHIP OF THE PARTIES (JAN 2006).....	29
SHIPPING / RISK OF LOSS (JAN 2006) .....	29
SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009) .....	29
TERMINATION FOR CONVENIENCE (JAN 2006):.....	29
WARRANTY (MODIFIED):.....	30
VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL.....	31
BIDDING SCHEDULE (NOV 2007) .....	31
TOTAL EXTENDED PRICES: .....	42
IX. ATTACHMENTS TO SOLICITATION.....	43
ATTACHMENTS LIST [09-9002-1].....	43
A. ASKING QUESTIONS .....	44
B. SOLICITATION TIMELINE .....	45
C. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING IMPORTANT TAX NOTICE - NONRESIDENTS ONLY .....	46

## I. SCOPE OF SOLICITATION

### ACQUIRE SUPPLIES / EQUIPMENT (MODIFIED):

The purpose of this solicitation is to purchase new Promotional Items for the SCEL as listed in the Bid Schedule (Section VIII). Award will be made for all items in one lot. Failure to offer on all items within the single lot will result in rejection of the offer.

The purpose of this Invitation For Bids is to Solicit Promotional Items for the South Carolina Education Lottery (SCEL):

- 1) Blue Reply Lunch Coolers with White SCEL Logo;
- 2) Lime Green Reply Lunch Coolers with White SCEL Logo;
- 3) Black/Black PopSockets Phone Stands with White SCEL Logo;
- 4) Red Embroidered Price-Buster Cotton Twill Caps with White/Red SCEL Logo;
- 5) Black Embroidered Price-Buster Cotton Twill Caps with White/Black SCEL Logo;
- 6) Clear Shelby Tumblers (16 oz.) with Black Lid and Clear Straw with SCEL Logo on Heritage Plaid;
- 7) Royal Blue Two-Tone Umbrellas (46" arc) with White SCEL Logo;
- 8) Black/Black Wave Rubberized Sunglasses with White SCEL Logo;
- 9) Lime Green Signature Tonal Color Beach Towels with Tone on Tone SCEL Logo; and
- 10) Turquoise Signature Tonal Color Beach Towels with Tone on Tone SCEL Logo.

**The solicitation requests pricing for a delivery date in the week of January 21, 2019, no later than 11 a.m. local time on Friday, January 25, 2019, to receive 100 percent of the order.**

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

1. Invitation for Bids Issued:	<b>Tuesday, August 8, 2018</b>
2. Vendors must request access information by 2 p.m. on the day before the teleconference.	<b>Wednesday, August 22, 2018, by 2 p.m.</b>
2. Pre-bid Teleconference: NOTE: Oral answers are NOT binding. Only questions received in writing will be answered in the amendment and become part of the Contract.	<b>Thursday, August 23, 2018, at 2 p.m.</b>
3. Deadline for Offerors to submit <b>Written</b> Questions to <a href="mailto:Promo@SCLot.com">Promo@SCLot.com</a> . Note: Oral questions are NOT binding.	<b>Friday, August 24, 2018, by 2 p.m. local time</b>
4. SCEL's Written Responses to Questions will be issued as an Amendment at: <a href="http://www.sceducationlottery.com/lottery/procurement.aspx">http://www.sceducationlottery.com/lottery/procurement.aspx</a> .	<b>Tuesday, August 28, 2018</b>
5. Submission of Bids Due: Bid Opening shortly thereafter	<b>Thursday, September 13, 2018, after 2 p.m. local time</b>
6. Intent to Award Posting Date:	<b>Tuesday, October 10, 2018</b>
7. Delivery of all 10 items:	Week of <b>January 21</b> , no later than 11 a.m. local time on <b>Friday, January 25, 2019</b> . NOTE: <b>Monday, January 21, 2019</b> , is a state AND federal holiday (MLK Day), but SCEL & the warehouse will be OPEN. <b>NOTE: In 2019, Chinese New Year is February 5th. This delivery schedule ensures delivery prior to the start of the Year of the Pig.</b>

## II. INSTRUCTIONS TO OFFERORS -- A. GENERAL INSTRUCTIONS

### DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

**LOTTERY VENDOR (SCEL): The definition of "Lottery vendor" from Section 59-150-20(9) of the Lottery Act: "Lottery vendor" means a person who provides or proposes to provide goods or services to the South Carolina Lottery Commission pursuant to a procurement contract, but does not include an employee of the commission, a lottery retailer, or a state agency or instrumentality of the State. The term includes a corporation whose shares are traded publicly and which is the parent company of the contracting party in a procurement contract.**

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

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

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

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

YOU and YOUR means Offeror.

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

STATE means the Using Governmental Unit(s) identified on the Cover Page.

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

US or WE means the using governmental unit.

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

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

### AMENDMENTS TO SOLICITATION (MODIFIED):

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.sceducationlottery.com/lottery/procurement.aspx> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

### AUTHORIZED AGENT (FEB 2015)

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

**AWARD NOTIFICATION (FEB 2015)**

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

**BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004):**

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

**BID ACCEPTANCE PERIOD (JAN 2004):**

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

**BID IN ENGLISH & DOLLARS (JAN 2004):**

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

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008):**

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

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

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

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

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

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



**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

**CODE OF LAWS AVAILABLE (MODIFIED):**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php>

S.C. Code of Laws, Section 59-150-10, S.C. Education Lottery Act: <http://www.scstatehouse.gov/code/t59c150.php>

The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>

S.C. Code of Regulations, 44-10, S.C. Lottery Commission: <http://www.scstatehouse.gov/coderegs/Ch%2044.pdf>

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MODIFIED)**

By submitting a Bid, the Offeror is certifying that it has no conflicts of interest or unfair competitive advantage as provided by applicable statutes, regulations, and interpretive authorities.

**DEADLINE FOR SUBMISSION OF OFFER (JAN 2004):**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

**DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):**

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

**DUTY TO INQUIRE (FEB 2015)**

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

**ETHICS CERTIFICATE (MODIFIED)**

By submitting an Offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by Contractor to candidate who participated in awarding of Contract.

Additionally, by submitting an Offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, violate or induce a person to violate S.C. Code Ann. § 59-150-130(E) and 59-150-150(B). The State may rescind any Contract and recover all amounts expended as a result of any action taken in violation of this provision. If Contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, Contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed.

**OMIT TAXES FROM PRICE (JAN 2004):**

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

**OPEN TRADE REPRESENTATION (JUN 2015):**

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

**PROTESTS (JUN 2006):**

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

**PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

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

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this*

*procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]*

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

**PUBLIC OPENING (JAN 2004):**

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

**QUESTIONS FROM OFFERORS (MODIFIED)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., **must request it in writing. Questions regarding the original solicitation must be received by Friday, August 24, 2018, by 2 p.m. local time.** Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

**Questions must be submitted in writing via e-mail with "Question(s): FY19 PROMO 2 IFB" in the subject line no later than Friday, August 24, 2018, at 2 p.m. local time. SEND QUESTIONS AND ALL CORRESPONDENCE VIA EMAIL TO:**

**Subject Line: "Question(s): FY19 PROMO 2 IFB"**

**Email: Promo@SCLot.com**

**REJECTION/CANCELLATION (JAN 2004):**

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

**RESPONSIVENESS/IMPROPER OFFERS (MODIFIED):**

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

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

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

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

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

**ONLY the lowest priced vendors will be requested to submit samples of the promotional items being solicited.**

**SIGNING YOUR OFFER (JAN 2004):**

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

**STATE OFFICE CLOSINGS (JAN 2004):**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/planandprepare/disasters/severe-winter-weather> [02-2A120-3]

**SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

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

**SUBMITTING A PAPER OFFER OR MODIFICATION (MODIFIED):**

You should submit your offer or modification in accordance with the clause titled "BIDDING INSTRUCTIONS." **A Sealed Paper Offer is the only form allowed. Emailed Offers NOT accepted.** You must submit a paper offer or modification following these instructions: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) **The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder.** If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled **"OFFER ENCLOSED"** on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

**The outside of the sealed envelope or package containing the Offer must:**

1. **Be labeled "OFFER ENCLOSED";**
2. **Be sent to the attention of procurement officer named on the cover page;**
3. **Show the bid number;**
4. **Show the time and date specified for opening; and**
5. **Provide the name and address of the bidder.**

**NOTE: If the Offeror is using a label for a delivery service that does not provide room for the above information, please put the information on the BACK of the envelope or package.**

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

**VENDOR REGISTRATION MANDATORY (MODIFIED):**

You must have a state vendor number to be eligible to **receive an award**. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>)

**WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004):**

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



## II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

### CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **Thursday, 08/23/2018, at 2 p.m. local time**

Location of Pre-Bid/Proposal Conference: ***Via conference call – please e-mail ViVi Simons at [PROMO@SCLOT.COM](mailto:PROMO@SCLOT.COM) to request access number and conference code no later than Wednesday, August 22, 2018, at 2 p.m. Subject line of email must read: FY19 PROMO 2 IFB / Request for pre-bid conference call information.***

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

### CLARIFICATION (NOV 2007):

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

### OFFERING BY LOT (JAN 2006):

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

**NOTE: This solicitation consist of only one (1) lot of ten (10) promotional items. A Vendor must bid on all items within the lot.**

### PREFERENCES - A NOTICE TO VENDORS (SEP 2009):

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] [02-2B111-1]

### PREFERENCES - SC/US END-PRODUCT (SEP 2009):

Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

**NOTE: A Vendor may claim both USEPP and SCEPP but cannot benefit from both. In other words, the USEPP and the SCEPP cannot be stacked. If both preferences are claimed, only the SCEPP will be applied.**

**PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009):**

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

**PROTEST - CPO - MMO ADDRESS (MODIFIED):**

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

(a) by email to protest-mmo@mmo.state.sc.us , or

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**SAMPLES (MODIFIED) \*\*\*\*\*VERY IMPORTANT\*\*\*\*\***

**FOLLOW THESE INSTRUCTIONS PRECISELY**

Free samples may be required for testing and/or evaluation. If requested, your failure to provide a sample will result in rejection of your offer. If requested, you must send your sample to the Procurement Officer, mark the solicitation number on the outside of the shipping carton, AND tag EACH sample with the company name, your name and phone number. The Procurement Officer must receive your samples within **ten (10) working days of the day they are requested.** **If your samples are coming directly from the manufacturer it will be YOUR responsibility to make sure that they also follow these same instructions. FAILURE FOR THEM TO DO THIS MAY DEEM YOUR SUBMISSION NON-RESPONSIVE.**

**If requested, send Samples To:**

SC Education Lottery

Attention: M&PD Procurement

Solicitation: **FY19 Promo 2 IFB** Samples

1333 Main Street, Suite 400

Columbia, SC 29201

SAMPLES ARE NOT REQUESTED FROM EVERY VENDOR, ONLY THE LOWEST PRICED VENDORS WILL BE REQUESTED TO PROVIDE SAMPLES AFTER BIDS ARE RECEIVED AND TABULATED.

If possible, the sample should include an imprint as an example of the vendor's print quality, but if the sample arrives without an imprint, SCEL WILL ACCEPT NON-IMPRINTED SAMPLES. If a lowest priced vendor cannot provide samples within the time allowed or if the samples provided are not approved, the next lowest priced vendor will be requested to submit samples. If requested to provide samples, a vendor's failure to provide samples will result in rejection of the offer. See Section II, Instruction to Offerors—B. Special Instructions, Samples.

All packages containing samples for consideration must be clearly marked with the name and address of the bidder, and NOT the manufacturer's information. **Samples which are not clearly tied to an Offeror will NOT receive consideration.**

At a minimum, each Vendor requested must provide the following samples for evaluation. Only one actual sample of each type of item below is requested **(seven (7) actual samples and three (3) virtual color samples)**. However, if the actual sample is not in the requested color, the Vendor requested must provide a virtual sample of the requested color(s) in addition to the actual sample. An example of a virtual sample is a paper/hardcopy printout of the requested item(s) in the requested color(s).

**Promotional Item Samples Requested: (In One (1) Lot Made Up of Ten (10) Items)**

<b>Items:</b>	<b>Description:</b>	<b>Sample Requested:</b>
Items 1 & 2	Blue Reply Lunch Coolers	1 Actual Sample (Blue or Lime Green)
	Lime Green Reply Lunch Coolers	<i>1 Virtual Sample in the remaining color</i>
Item 3	Black/Black PopSockets Phone Stands	1 Actual Sample (Black/Black)
Items 4 & 5	Red Price-Buster Cotton Twill Caps	1 Actual Sample (Black or Red)
	Black Price-Buster Cotton Twill Caps	<i>1 Virtual Sample in the remaining color</i>
Item 6	Clear Shelby Tumblers (16 oz.)	1 Actual Sample (Black Lid & Clear Straw)
Item 7	R. Blue Two-Tone Umbrellas (46" arc)	1 Actual Sample (Royal Blue)
Item 8	Black/Black Rubberized Sunglasses	1 Actual Sample (Black/Black)
Items 9 & 10	L. Green Tonal Color Beach Towels	1 Actual Sample (Lime Green or Turquoise)
	Turquoise Tonal Color Beach Towels	<i>1 Virtual Sample in the remaining color</i>

**The lowest priced Offerors will be asked to provide seven (7) actual samples and three (3) virtual color samples. Samples which are not clearly tied to an Offeror will NOT receive consideration.**

**UNIT PRICES REQUIRED (JAN 2006):**

Unit price to be shown for each item. [02-2B170-1]



### III. SCOPE OF WORK/SPECIFICATIONS

The Mission of the South Carolina Education Lottery is “To provide, with integrity, entertainment options to adults to support education in South Carolina.” The net proceeds from lottery sales are deposited in the Education Lottery Account of Office of the State Treasurer. These funds are appropriated by the General Assembly to support educational programs and scholarships for the citizens of South Carolina.

While the Education Lottery is self-funding (the agency does not receive appropriations) and has experienced sales in excess of a billion dollars since fiscal year 2009, the staff of the Marketing and Sales departments are mindful of their duty to get the lowest prices for promotional items used to advertise and market the Lottery. These promotional items are not given away, but instead are used as an added value *with the purchase of lottery products* at special events and licensed retailer locations around the state. Pursuant to S.C. Code § 59-150-60(H), the Lottery is prohibited from using tickets for promotional purposes and therefore purchases promotional items.

The purpose of this solicitation is to purchase new Promotional Items for SCEL as listed in the Bid Schedule (Section VIII). **Award will be made for all ten (10) items in one (1) lot. Failure to offer on all items within the single lot will result in rejection of the offer.**

Pricing for items must include set-up, proof, and shipping.

Products MUST NOT indicate country of origin on front.

For inventory purposes, all boxes going to Blythewood should contain the same number of items of one (1) color and one size. Multiple colors and/or sizes in the same box are NOT acceptable.

If your bid is for another packaging configuration, please provide: 1) the number of items per box (must be the same for all but one (1) partial box); 2) the approximate weight of a box; and 3) the number of boxes to be delivered.

Boxes should NOT weigh more than **40 lbs.** each.

The majority of boxes should contain the same number of items for inventory purposes.

**Vendor will provide: 1) one (1) virtual pre-production proof for each item to clarify placement of logo emailed to Promo@scslot.com email address, and 2) one (1) actual pre-production proof for each item requested to the procurement officer prior to the start of actual production. See DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED) for further information.**

**Vendor will provide one (1) final production sample (actual) to procurement officer for each item requested with shipment. See DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED) for further information.**

**SEE BIDDING SCHEDULE:** See Bidding Schedule [03-3005-1]

**DELIVERY DATE - SPECIFIED (MODIFIED):**

Delivery shall be made no later than by **11 a.m. local time on Friday, January 25, 2019**. Contractor may request approval to deliver items prior to the delivery date. Multiple deliveries are acceptable; consolidate into as few shipments as possible. Complete delivery of a line item preferred. If the delivery of a line item will not be complete, please notify Procurement Staff of partial delivery. Vendor may NOT adjust bid price if multiple shipments incur additional charges.

**DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED)**

SCEL requests: 1) one (1) virtual pre-production proof for each item to clarify placement of logo emailed to the Promo@scslot.com email address, 2) one (1) actual pre-production proof of each promotional item in each correct color and with the correct logo delivered to Columbia Office address prior to the start of production, and 3) one (1) actual final production sample of each of the **ten (10)** items is requested at the Columbia Office.

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

**Actual Pre-production Proofs and Final Production Samples:**

South Carolina Education Lottery  
Attention: ViVi Simons (M&PD Procurement)  
1333 Main Street, Suite 400  
Columbia, SC 29201

**Promotional Items:**

South Carolina Education Lottery  
% Scientific Games International  
Attention: Anitra Jennings; 803-447-1369  
120 North Point Court  
Blythewood, SC 29016

Please Note: **The preferred pallet sizes are 4'W x 4'L x 4'H, 40" x 48" or 30" x 40"**. Please ensure delivery will be on one of these pallet sizes. The height limit for shipments is **48 inches including the height of the pallet**. With few exceptions, items should be boxed as specified and delivered on pallets. For inventory purposes, boxes should contain the same number of items and should be labeled with their contents.

Please make sure all orders have packing slips detailing what and how many are being delivered in addition to the specifics as to how the order is bundled, grouped, and/or boxed.

**All items must be delivered, received and deemed acceptable to the above addresses by the delivery dates requested.**

**QUALITY -- NEW (JAN 2006):**

All items must be new. [03-3060-1]

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED):

You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations.

All Offerors should submit hard copies of the following pages **in a sealed envelope delivered by mail or by hand** to constitute their bids:

- 1) Cover Page (Page 1);
- 2) Page 2, making sure to acknowledge any amendments;
- 3) Page 19 (Minority Participation information, if applicable);
- 4) Page 20 [Lottery Vendors (SCEL)]. Please Note: Each Vendor MUST sign the Attestation on Page 20. Please do not put the name of the business; a legal signature is needed. The submission of the Attestation is deemed a substitute for the \$5,000 deposit requirement for criminal background check(s) for purposes of this procurement;
- 5) Pages 31 through 42 of the Bidding Schedule;
- 6) Please fill in the check box on Page 31 responding to the question as to if the Vendor is requesting the South Carolina Resident Vendor Preference;
- 7) Please fill in the Total Extended Prices on Page 42; and
- 8) The BID PRICING SHEET contained in Attachment D.

Offerors should see Page 13 for information on how each Offer should be labeled.

**NOTE: In addition to above, include the completed Minority Participation and Lottery Vendors (SCEL) sections below with your bid packet.**

### MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification,

publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-3]

**LOTTERY VENDORS (SCEL):**

If selected, Providers must provide an attestation certifying that the Offeror and its employees, if any, are in compliance with and will not violate or induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (the Ethics Act) or Title 59, Chapter 150 of the South Carolina Code of Laws, as amended, (the South Carolina Education Lottery Act). The Offeror is responsible for reviewing and understanding the obligations, requirements, and prohibitions contained in these Acts.

“I certify that I and my employees, if any, are in compliance with and will not violate or induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (the Ethics Act) or Title 59, Chapter 150 of the South Carolina Code of Laws, as amended, (the South Carolina Education Lottery Act).”

---

Provider’s Signature

---

Date

The submission of the attestation is deemed a substitute for the \$5,000.00 deposit requirement for criminal background check(s) for the purposes of this procurement.

**NOTE: An actual signature is needed for the attestation, NOT the name of the company.**

## V. QUALIFICATIONS

### QUALIFICATION OF OFFEROR (MAR 2015):

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA – BIDS (JAN 2006):**

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

### **AWARD TO ONE OFFEROR (JAN 2006):**

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

### **CALCULATING THE LOW BID**

The lowest bidder will be determined as the Vendor who is responsive AND responsible having the lowest Total Bid Price, after preferences have been applied, **who can meet the delivery schedule**. [06-6050-1]

### **UNIT PRICE GOVERNS (JAN 2006):**

In determining award, **unit prices will govern over extended prices** unless otherwise stated. [06-6075-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

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

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

### **BANKRUPTCY - GENERAL (FEB 2015)**

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

### **CHOICE-OF-LAW (JAN 2006):**

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

### **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)**

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

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006):**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

**DISPUTES (JAN 2006):**

(1) 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. 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. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

**EQUAL OPPORTUNITY (JAN 2006):**

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

**FALSE CLAIMS (JAN 2006):**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

**FIXED PRICING REQUIRED (JAN 2006):**

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

**NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

**NOTICE (JAN 2006):**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

**OPEN TRADE (JUN 2015):**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as



defined in SC Code Section 11-35-5300. [07-7A053-1]

**PAYMENT & INTEREST (FEB 2015)**

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

**PUBLICITY (JAN 2006):**

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

**PURCHASE ORDERS (JAN 2006):**

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

**SURVIVAL OF OBLIGATIONS (JAN 2006):**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

**TAXES (JAN 2006):**

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

**THIRD PARTY BENEFICIARY (JAN 2006):**

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

**WAIVER (JAN 2006):**

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

## VII. TERMS AND CONDITIONS -- B. SPECIAL

### **CHANGES (JAN 2006):**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

### **CISG (JAN 2006):**

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

### **COMPLIANCE WITH LAWS (JAN 2006):**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

### **DEFAULT (JAN 2006):**

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

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

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

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

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

freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

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

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

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

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

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

**ILLEGAL IMMIGRATION (NOV 2008):**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

**INDEMNIFICATION - INTELLECTUAL PROPERTY (JAN 2006):**

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require

that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

**MATERIAL AND WORKMANSHIP (JAN 2006):**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

**PACK SIZE - BUNDLING (JAN 2006):**

You may bundle units differently than called for by the bidding schedule provided your offer explains how you bundle units. [07-7B130-1]

**PACKAGING (JAN 2006):**

Alternate packaging will be given consideration. [07-7B135-1]

**PALLETIZING (JAN 2006):**

Palletized products must be furnished on hardwood pallets. [07-7B140-1]

**RELATIONSHIP OF THE PARTIES (JAN 2006):**

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

**SHIPPING / RISK OF LOSS (JAN 2006):**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

**SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009):**

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

**TERMINATION FOR CONVENIENCE (JAN 2006):**

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

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

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially

completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

**WARRANTY (MODIFIED):**

Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation. Contractor must warrant to SCEL that any promotional items found to be defective will either be replaced or the purchase price, including set-up, proof, and shipping charges, will be refunded.

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007):

Complete Bidding Schedule MUST be turned in as part of your Bid Package.

**Overruns/Underruns: For promotional items, the State will only pay for the number of items requested. SCEL will NOT pay an overage above the number of items requested in the solicitation.**

**Preferences will be considered for this solicitation. Prior to completing bidding schedule, please review the FAQs for preferences found at the following website:**

<https://procurement.sc.gov/agency/resources-and-forms/procurement-preferences/faq-preferences>

**If you are a South Carolina Resident Vendor and wish to request the SC Resident Vendor Preference, please check the box below:**

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, § 11-35-1524(C)(1)(i)&(ii) and Section IIB of this solicitation for more information.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**PLEASE NOTE: Under each line item, vendors will have the opportunity to request an SC End Product Preference or an US End Product Preference, if either applies to the product. While a vendor may claim both preferences, a vendor CANNOT benefit from both. In other words, the preferences may not be stacked: If both end product preferences are claimed, ONLY the SC End Product Preference will be applied.**

**Please provide pricing for the items below:**

Item	Quantity	Unit of Measure	Unit Price (Must include set-up, proof, & shipping.)	Extended Price
1	1,002	each	\$ _____	\$ _____

**Product Catg.:** 57853 - Lottery Equipment and Supplies

**Item Description:** 1,002 Blue Reply Lunch Cooler Tote with White SCEL Logo



**1,002 Blue Reply Lunch Cooler Tote with White SCEL Logo:** (garrettspecialties.com, Item: 1087-311113 or a similar product as deemed acceptable by SCEL) features zippered PEVA lined large main compartment, contrasting color front zipper pocket, side mesh pocket and double web handles. **Size:** 8 1/2"W x 4 3/4"H x 10"L. **Material:** Polyester (600D). **Color:** Blue

**Imprint:** One-color imprint [White] Heat Transfer with SCEL logo. **Imprint Location:** Front Pocket. **Allowed Imprint Area:** 4"H x 4 1/2"W. **NOTE:** SCEL's rectangular logo must NOT be stretched to fit the allowed imprint area.

**Suggested Packaging:** Bundled in groups of 100, approximate box weight 29 lbs.; 1 bundle (100 items) per box. 10 boxes (1,000 Items) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office.

If unable to provide suggested packaging then please provide alternate packaging by filling out the following information:

**Alternate Packaging:**

**Wt./box:** \_\_\_\_\_; **Items/box:** \_\_\_\_\_; **#full boxes:** \_\_\_\_\_; **#Partial:** \_\_\_\_\_

**State Brand Name & Style Number:** \_\_\_\_\_

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
SC End-Product Pref. § 11-35-1524(B)(2). Select SC End-Product Preference if product is made, manufactured or grown in SC. Select "No", if not claiming a preference.	Mandatory	No	____ Yes ____ No
US End-Product Pref. § 11-35-1524(B)(1). Select US End-Product Preference if product is made, manufactured or grown in the US. Select "No", if not claiming a preference.	Mandatory	No	____ Yes ____ No



Item	Quantity	Unit of Measure	Unit Price (Must include set-up, proof, & shipping.)	Extended Price
2	1,002	each	\$ _____	\$ _____

**Product Catg.:** 57853 - Lottery Equipment and Supplies

**Item Description:** 1,002 Lime Green Reply Lunch Cooler Tote with White SCEL Logo



**1,002 Lime Green Reply Lunch Cooler Tote with White SCEL Logo:** (garrettspecialties.com, Item: 1087-311113 or a similar product as deemed acceptable by SCEL) features zippered PEVA lined large main compartment, contrasting color front zipper pocket, side mesh pocket and double web handles. **Size:** 8 1/2"W x 4 3/4"H x 10"L. **Material:** Polyester (600D). **Color:** Lime Green

**Imprint:** One-color imprint [White] Heat Transfer with SCEL logo. **Imprint Location:** Front Pocket. **Allowed Imprint Area:** 4"H x 4 1/2"W. **NOTE:** SCEL's rectangular logo must NOT be stretched to fit the allowed imprint area.

**Suggested Packaging:** Bundled in groups of 100, approximate box weight 29 lbs.; 1 bundle (100 items) per box. 10 boxes (1,000 Items) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office.

If unable to provide suggested packaging then please provide alternate packaging by filling out the following information:

**Alternate Packaging:**

**Wt./box:** \_\_\_\_\_; **Items/box:** \_\_\_\_\_; **#full boxes:** \_\_\_\_\_; **#Partial:** \_\_\_\_\_

**State Brand Name & Style Number:** \_\_\_\_\_

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
SC End-Product Pref. § 11-35-1524(B)(2). Select SC End-Product Preference if product is made, manufactured or grown in SC. Select "No", if not claiming a preference.	Mandatory	No	____ Yes ____ No
US End-Product Pref. § 11-35-1524(B)(1). Select US End-Product Preference if product is made, manufactured or grown in the US. Select "No", if not claiming a preference.	Mandatory	No	____ Yes ____ No

Item	Quantity	Unit of Measure	Unit Price (Must include set-up, proof, & shipping.)	Extended Price
3	2,502	each	\$ _____	\$ _____

**Product Catg.:** 57853 - Lottery Equipment and Supplies

**Item Description:** 2,502 Black/Black PopSocket Phone Stands with White SCEL Logo



**2,502 Black/Black PopSocket Phone Stands with White SCEL Logo:** (4imprint.com, Item: 126487 or a similar product as deemed acceptable by SCEL), features a phone stand that allows for easy, hands-free use of a smartphone. Includes a removable adhesive backing that attaches to the back of a phone. Stand stays flat and expands when you need a stand. **Size:** Collapsed ¼" H x 1 9/16" diameter. Expanded 9/16"H x 1 9/16" diameter. **Material:** Plastic. **Color:** Top: Black; Stand: Black. **NOTE: Item 126487 is requested, NOT items 126487-FC, 126487-AL, 126487 Sec-FC, 126487 Set, 126487-F-FC, or 126487 J-FC.**

**Imprint:** One-color imprint [White] screen with SCEL logo. **Imprint Location:** Top of Stand. **Allowed Imprint Area:** 1 ¼" Diameter. **NOTE: SCEL's rectangular logo must NOT be stretched to fit the allowed imprint area.**

**Suggested Packaging:** Individually Polly bagged. Bundled in groups of 100; 5 bundles (500 Items) per box, approximate weight 12 lbs. 5 boxes (2,500 Items) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office.

If unable to provide suggested packaging then please provide alternate packaging by filling out the following information:

**Alternate Packaging:**

**Wt./box:** \_\_\_\_\_; **Items/box:** \_\_\_\_\_; **#full boxes:** \_\_\_\_\_; **#Partial:** \_\_\_\_\_

**State Brand Name & Style Number:** \_\_\_\_\_

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
SC End-Product Pref. § 11-35-1524(B)(2). Select SC End-Product Preference if product is made, manufactured or grown in SC. Select "No", if not claiming a preference.	Mandatory	No	____ Yes ____ No
US End-Product Pref. § 11-35-1524(B)(1). Select US End-Product Preference if product is made, manufactured or grown in the US. Select "No", if not claiming a preference.	Mandatory	No	____ Yes ____ No

Item	Quantity	Unit of Measure	Unit Price (Must include set-up, proof, & shipping.)	Extended Price
4	2,450	each	\$ _____	\$ _____

**Product Catg.:** 57853 - Lottery Equipment and Supplies

**Item Description:** 2,450 Red Price-Buster Cotton Twill Cap Embroidered with White SCEL Logo & Red “Tree” Embroidered to Match Cap



**2,450 Red Price-Buster Cotton Twill Cap Embroidered with White SCEL Logo & Red “Tree” Embroidered to Match Cap:** (4imprint.com, Item: 4893-E or a similar product as deemed acceptable by SCEL), features unstructured crown, pre-curved visor and five-panel construction with adjustable self-material strap with Velcro-closure. **Size:** One Size Fit Most. **Material:** 100% Cotton. **Color:** Red. **NOTE: Item 4893-E is requested, NOT items 4893-S, 4893-S-24HR, or 4893-3D.**

**Imprint:** Two-color imprint [White/Red] Embroidered with SCEL logo on front of cap. The interior “Tree” part of the Logo to be embroidered in same color as the cap. SCEL has an embroidery diskette with a “.dst” file available at the winning vendor’s request. **Imprint Location:** Front of the baseball hat. **Allowed Imprint Area:** 2 1/8"H x 4 1/2"W. **NOTE: SCEL’s rectangular logo must NOT be stretched to fit the allowed imprint area.**

**Suggested Packaging:** Bundled in groups of 36; 4 bundles (144 Items) per box, approximate weight 39 lbs. 17 boxes (2,448 Items) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office.

If unable to provide suggested packaging then please provide alternate packaging by filling out the following information:

**Alternate Packaging:**

**Wt./box:** \_\_\_\_\_; **Items/box:** \_\_\_\_\_; **#full boxes:** \_\_\_\_\_; **#Partial:** \_\_\_\_\_

**State Brand Name & Style Number:** \_\_\_\_\_

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
SC End-Product Pref. § 11-35-1524(B)(2). Select SC End-Product Preference if product is made, manufactured or grown in SC. Select “No”, if not claiming a preference.	Mandatory	No	____ Yes ____ No
US End-Product Pref. § 11-35-1524(B)(1). Select US End-Product Preference if product is made, manufactured or grown in the US. Select “No”, if not claiming a preference.	Mandatory	No	____ Yes ____ No

Item	Quantity	Unit of Measure	Unit Price (Must include set-up, proof, & shipping.)	Extended Price
5	2,450	each	\$ _____	\$ _____

**Product Catg.:** 57853 - Lottery Equipment and Supplies

**Item Description:** 2,450 Black Price-Buster Cotton Twill Cap Embroidered with White SCEL Logo & Black “Tree” Embroidered to Match Cap



**2,450 Black Price-Buster Cotton Twill Cap Embroidered with White SCEL Logo & Black “Tree” Embroidered to Match Cap:** (4imprint.com, Item: 4893-E or a similar product as deemed acceptable by SCEL), features unstructured crown, pre-curved visor and five-panel construction with adjustable self-material strap with Velcro-closure. **Size:** One Size Fit Most. **Material:** 100% Cotton. **Color:** Black. **NOTE: Item 4893-E is requested, NOT items 4893-S, 4893-S-24HR, or 4893-3D.**

**Imprint:** Two-color imprint [White/Black] with SCEL logo embroidered on front of Black cap. The interior “Tree” part of the Logo to be embroidered in the same color as the cap. SCEL has an embroidery diskette with a “.dst” file available at the winning vendor’s request. **Imprint Location:** Front of the baseball hat. **Allowed Imprint Area:** 2 1/8”H x 4 1/2”W. **NOTE: SCEL’s rectangular logo must NOT be stretched to fit the allowed imprint area.**

**Suggested Packaging:** Bundled in groups of 36; 4 bundles (144 Items) per box, approximate weight 39 lbs. 17 boxes (2,448 Items) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office.

If unable to provide suggested packaging then please provide alternate packaging by filling out the following information:

**Alternate Packaging:**

**Wt./box:** \_\_\_\_\_; **Items/box:** \_\_\_\_\_; **#full boxes:** \_\_\_\_\_; **#Partial:** \_\_\_\_\_

**State Brand Name & Style Number:** \_\_\_\_\_

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
SC End-Product Pref. § 11-35-1524(B)(2). Select SC End-Product Preference if product is made, manufactured or grown in SC. Select “No”, if not claiming a preference.	Mandatory	No	____ Yes ____ No
US End-Product Pref. § 11-35-1524(B)(1). Select US End-Product Preference if product is made, manufactured or grown in the US. Select “No”, if not claiming a preference.	Mandatory	No	____ Yes ____ No

Item	Quantity	Unit of Measure	Unit Price (Must include set-up, proof, & shipping.)	Extended Price
6	1,010	each	\$ _____	\$ _____

**Product Catg.:** 57853 - Lottery Equipment and Supplies

**Item Description:** 1,010 16 oz. Shelby Tumbler with Lid and Straw



**1,010 16 oz. Shelby Tumbler with Clear Insert [Bundle (with Black Lid and Clear Straw)] with Imprint of SCEL Logo:** (nextpromotions.com, Item: RT16 BUNDLE or a similar product as deemed acceptable by SCEL), features a clear double wall tumbler with a clear printable insert with the ability to have full color printing. BPA free, FDA and Prop 65 compliant, Dishwasher, microwave and freezer safe. Comes with thumb slide TKO lid. **Size:** 3 1/8"W x 7"H. **Material:** Lid: Polypropylene Thumb Slide Overcap Lid. Tumbler: Titan Plastic. **Color:** Tumbler: Clear; Lid: Opaque Black; Straw: Clear. **NOTE: Item RT16 BUNDLE is requested, NOT items RT16 Patch, RT16 Wrap, RT16DI, PRT16, RT16CHR, MED-RT16 C, MED-T16, RT16 Dome, or RT16C Bundle.**

**Imprint:** Full-color full wrap imprint with SCEL logo with a plaid pattern (plaid pattern supplied by SCEL to match RBC Heritage Plaid) on clear insert. **Imprint Location:** Full wrap. **Allowed Imprint Area:** 7 3/5"W x 6"H. **NOTE: SCEL's rectangular logo must NOT be stretched to fit the allowed imprint area.**

**Suggested Packaging:** Bundled in groups of 48; 1 bundle (48 items) per box, approximate weight 29 lbs. 21 boxes (1,008 Items) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office.

If unable to provide suggested packaging then please provide alternate packaging by filling out the following information:

**Alternate Packaging:**

**Wt./box:** \_\_\_\_\_; **Items/box:** \_\_\_\_\_; **#full boxes:** \_\_\_\_\_; **#Partial:** \_\_\_\_\_

**State Brand Name & Style Number:** \_\_\_\_\_

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
SC End-Product Pref. § 11-35-1524(B)(2). Select SC End-Product Preference if product is made, manufactured or grown in SC. Select "No", if not claiming a preference.	Mandatory	No	____ Yes ____ No
US End-Product Pref. § 11-35-1524(B)(1). Select US End-Product Preference if product is made, manufactured or grown in the US. Select "No", if not claiming a preference.	Mandatory	No	____ Yes ____ No

Item	Quantity	Unit of Measure	Unit Price (Must include set-up, proof, & shipping.)	Extended Price
7	3,002	each	\$ _____	\$ _____

**Product Catg.:** 57853 - Lottery Equipment and Supplies

**Item Description:** 3,002 Royal Blue Two-Tone Umbrella – 46" Arc with White SCEL Logo



**3,002 Two-Tone Umbrella – 46" Arc with White SCEL Logo:** (4imprint.com, Item: 129780 or a similar product as deemed acceptable by SCEL), features automatic open with metal shaft and rubberized handles. Includes a matching sling strap that can be worn over the shoulder. **Size:** 46" Arc, 32 ½" Long. **Material:** Polyester. **Color:** Panels: Royal Blue; Trim: Gray.

**Imprint:** One-color imprint [White] screen printed with SCEL logo. **Imprint Location:** one panel. **Allowed Imprint Area:** 4.5"H x 7"W. **NOTE: SCEL’s rectangular logo must NOT be stretched to fit the allowed imprint area.**

**Suggested Packaging:** Bundled in groups of 25; 1 bundle (25 Items) per box, approximate weight 30 lbs. 120 boxes (3,000 items) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office.

If unable to provide suggested packaging then please provide alternate packaging by filling out the following information:

**Alternate Packaging:**

**Wt./box:** \_\_\_\_\_; **Items/box:** \_\_\_\_\_; **#full boxes:** \_\_\_\_\_; **#Partial:** \_\_\_\_\_

**State Brand Name & Style Number:** \_\_\_\_\_

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
SC End-Product Pref. § 11-35-1524(B)(2). Select SC End-Product Preference if product is made, manufactured or grown in SC. Select “No”, if not claiming a preference.	Mandatory	No	____ Yes ____ No
US End-Product Pref. § 11-35-1524(B)(1). Select US End-Product Preference if product is made, manufactured or grown in the US. Select “No”, if not claiming a preference.	Mandatory	No	____ Yes ____ No

Item	Quantity	Unit of Measure	Unit Price (Must include set-up, proof, & shipping.)	Extended Price
8	3,902	each	\$ _____	\$ _____

**Product Catg.:** 57853 - Lottery Equipment and Supplies

**Item Description:** 3,902 Black/Black Wave Rubberized Sunglasses with White Imprint of SCEL Logo



**3,902 Black/Black Wave Rubberized Sunglasses with White Imprint of SCEL Logo:** (4imprint.com, Item: 8905 or a similar product as deemed acceptable by SCEL), features a sporty rim shape, acrylic lenses with plastic frames. Lenses have UV400 protection. **Size:** ONE SIZE FITS ALL. **Material:** 100% Recycled Material (acrylic lenses and plastic frames). **Color:** Front Frame: Black; Temple: Black. **NOTE: Item 8905 is requested, NOT Item 8905-24HR.**

**Imprint:** One-color imprint [White] Screen with SCEL logo. **Imprint Location:** Left Arm/Temple. **Allowed Imprint Area:** 3/16"H x 1"W. **NOTE: SCEL's rectangular logo must NOT be stretched to fit the allowed imprint area.**

**Suggested Packaging:** Individually bagged. Bundled in groups of 30; 10 bundles (300 Items) per box, approximate weight 31 lbs. 13 boxes (3,900 Items) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office.

If unable to provide suggested packaging then please provide alternate packaging by filling out the following information:

**Alternate Packaging:**

**Wt./box:** \_\_\_\_\_; **Items/box:** \_\_\_\_\_; **#full boxes:** \_\_\_\_\_; **#Partial:** \_\_\_\_\_

**State Brand Name & Style Number:** \_\_\_\_\_

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
SC End-Product Pref. § 11-35-1524(B)(2). Select SC End-Product Preference if product is made, manufactured or grown in SC. Select "No", if not claiming a preference.	Mandatory	No	____ Yes ____ No
US End-Product Pref. § 11-35-1524(B)(1). Select US End-Product Preference if product is made, manufactured or grown in the US. Select "No", if not claiming a preference.	Mandatory	No	____ Yes ____ No

Item	Quantity	Unit of Measure	Unit Price (Must include set-up, proof, & shipping.)	Extended Price
9	1,002	each	\$ _____	\$ _____

**Product Catg.:** 57853 - Lottery Equipment and Supplies

**Item Description:** 1,002 Lime Green Signature Tonal Color Beach Towel- with subtle tone Imprint of SCEL Logo



**1,002 Lime Green Signature Tonal Color Beach Towel- with subtle tone Imprint of SCEL Logo:** (4imprint.com, Item: 7712-C-TT or a similar product as deemed acceptable by SCEL), features 100% Soft Cotton towel long enough to wrap around the waist. **Size:** 30" x 60". **Material:** Turkish Terry Velour made from 100% Ring-spun Cotton. The towel must be thick enough not to bleed through when printing with water-based ink on a large ink imprint area. Towels must not weigh less than 11 lbs. per dozen. **Color:** Lime Green. **NOTE: Item 7712-C-TT is requested, NOT Items 7712-C-BI or 7712-W.**

**Imprint:** One-color imprint [subtle tone on tone] screened with SCEL logo. Water-based ink screen printing is specified to produce a “soft hand” imprint. Screen printing with plastisol is NOT requested. **Imprint Location:** Horizontal imprint centered on Front of Towel. **Allowed Imprint Area:** 26"H x 48"W. **NOTE: SCEL’s rectangular logo must NOT be stretched to fit the allowed imprint area.**

**Suggested Packaging:** Bundled in groups of 25; 1 bundle (25 Items) per box, approximate weight 28 lbs. 40 boxes (1,000 Items) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office.

If unable to provide suggested packaging then please provide alternate packaging by filling out the following information:

**Alternate Packaging:**

**Wt./box: \_\_\_\_\_; Items/box: \_\_\_\_\_; #full boxes: \_\_\_\_\_; #Partial: \_\_\_\_\_**

**State Brand Name & Style Number: \_\_\_\_\_**

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
SC End-Product Pref. § 11-35-1524(B)(2). Select SC End-Product Preference if product is made, manufactured or grown in SC. Select “No”, if not claiming a preference.	Mandatory	No	____ Yes ____ No
US End-Product Pref. § 11-35-1524(B)(1). Select US End-Product Preference if product is made, manufactured or grown in the US. Select “No”, if not claiming a preference.	Mandatory	No	____ Yes ____ No



Item	Quantity	Unit of Measure	Unit Price (Must include set-up, proof, & shipping.)	Extended Price
10	1,002	each	\$ _____	\$ _____

**Product Catg.:** 57853 - Lottery Equipment and Supplies

**Item Description:** 1,002 Turquoise Signature Tonal Color Beach Towel- with subtle tone Imprint of SCEL Logo



**1,002 Turquoise Signature Tonal Color Beach Towel- with subtle tone Imprint of SCEL Logo:** (4imprint.com, Item: 7712-C-TT or a similar product as deemed acceptable by SCEL), features 100% Soft Cotton towel long enough to wrap around the waist. **Size:** 30" x 60". **Material** Turkish Terry Velour made from 100% Ring-spun Cotton. The towel must be thick enough not to bleed through when printing with water-based ink on a large ink imprint area. Towels must not weigh less than 11 lbs. per dozen. **Color:** Turquoise. **NOTE: Item 7712-C-TT is requested, NOT Items 7712-C-BI or 7712-W.**

**Imprint:** One-color imprint [subtle tone on tone] screened with SCEL logo. Water-based ink screen printing is specified to produce a “soft hand” imprint. Screen printing with plastisol is NOT requested. **Imprint Location:** Horizontal imprint centered on Front of Towel. **Allowed Imprint Area:** 26"H x 48"W. **NOTE: SCEL’s rectangular logo must NOT be stretched to fit the allowed imprint area.**

**Suggested Packaging:** Bundled in groups of 25; 1 bundle (25 Items) per box, approximate weight 28 lbs. 40 boxes (1,000 Items) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office.

If unable to provide suggested packaging then please provide alternate packaging by filling out the following information:

**Alternate Packaging:**

**Wt./box:** \_\_\_\_\_; **Items/box:** \_\_\_\_\_; **#full boxes:** \_\_\_\_\_; **#Partial:** \_\_\_\_\_

**State Brand Name & Style Number:** \_\_\_\_\_

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
SC End-Product Pref. § 11-35-1524(B)(2). Select SC End-Product Preference if product is made, manufactured or grown in SC. Select “No”, if not claiming a preference.	Mandatory	No	____ Yes ____ No
US End-Product Pref. § 11-35-1524(B)(1). Select US End-Product Preference if product is made, manufactured or grown in the US. Select “No”, if not claiming a preference.	Mandatory	No	____ Yes ____ No

**TOTAL EXTENDED PRICES:**

Extended Price for Item 1 (1,002 Blue Reply Lunch Coolers): \$ \_\_\_\_\_

Extended Price for Item 2 (1,002 Lime Green Reply Lunch Coolers): \$ \_\_\_\_\_

Extended Price for Item 3 (2,502 Black/Black PopSockets Phone Stands): \$ \_\_\_\_\_

Extended Price for Item 4 (2,450 Red Price-Buster Cotton Twill Caps): \$ \_\_\_\_\_

Extended Price for Item 5 (2,450 Black Price-Buster Cotton Twill Caps): \$ \_\_\_\_\_

Extended Price for Item 6 (1,010 Clear Shelby Tumblers, Lids/Straws 16 oz.):\$ \_\_\_\_\_

Extended Price for Item 7 (3,002 Royal Blue Two-Tone Umbrellas 46" arc): \$ \_\_\_\_\_

Extended Price for Item 8 (3,902 Black/Black Rubberized Sunglasses): \$ \_\_\_\_\_

Extended Price for Item 9 (1,002 Lime Green Tonal Color Beach Towels): \$ \_\_\_\_\_

Extended Price for Item 10 (1,002 Turquoise Tonal Color Beach Towels): \$ \_\_\_\_\_

Total Extended Prices: \$ \_\_\_\_\_

**Please complete the BID PRICING SHEET contained in Attachment D.**

## **IX. ATTACHMENTS TO SOLICITATION**

### **ATTACHMENTS LIST [09-9002-1]**

The following documents are attached to this solicitation:

- A. ASKING QUESTIONS
- B. SOLICITATION TIMELINE
- C. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING  
IMPORTANT TAX NOTICE - NONRESIDENTS ONLY
- D. BID PRICING SPREAD SHEET
- E. SCEL'S LOGO
- F. HERITAGE TUMBER LOGO

## A. ASKING QUESTIONS

**NOTE: If a Vendor has any questions, he or she has a duty to follow up with the questions before placing a bid as stated in the following clauses found in II. INSTRUCTIONS TO OFFERORS -- A. GENERAL INSTRUCTIONS:**

### **DUTY TO INQUIRE (FEB 2015)**

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

### **QUESTIONS FROM OFFERORS (FEB 2015)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

Vendors need to read the Solicitation carefully and follow the instructions on how to ask questions. Questions must be reduced to writing and sent to [PROMO@SCLot.com](mailto:PROMO@SCLot.com) by the deadline listed on the Cover Page. In order to ensure all Vendors receive the same information, Vendors may not call Lottery Staff to ask questions. Oral answers to questions are NOT binding. Questions should be in writing and an Amendment will be posted on the SCEL Procurement Webpage answering all questions received and available to all potential Offerors:

<http://www.sceducationlottery.com/lottery/procurement.aspx>

**Questions must be submitted in writing via e-mail with "Question(s): FY19 PROMO 2 IFB" in the subject line no later than Friday, August 24, 2018, at 2 p.m. local time. SEND QUESTIONS AND ALL CORRESPONDENCE VIA EMAIL TO:**

**Subject Line: "Question(s): FY19 PROMO 2 IFB"**

**Email: [Promo@SCLot.com](mailto:Promo@SCLot.com)**

## B. SOLICITATION TIMELINE

NOTE: If a vendor has never taken part in a solicitation for SCEL, the following timeline information may be useful. Vendors should wait until after the time period for asking questions has passed and check for amendments before turning in their offers. Any amendments issued should be acknowledged at the time offers are submitted.

**1) Time to Ask Questions:** Once the solicitation is advertised in the South Carolina Business Opportunities Website (SCBO), vendors have a period of time in which to ask questions. The day and time by which questions need to be asked will be listed on the cover page of the solicitation on SCEL's Procurement Webpage. Vendors are encouraged to and should ask any questions needed by the time allowed.

<http://www.sceducationlottery.com/lottery/procurement.aspx>

**2) Vendor Registration:** If you have any interest in taking part in the Procurement [Invitation For Bids (IFB)], understand it may take up to three (3) business days to receive a State Vendor Number. You may want to start the process now. See: <https://procurement.sc.gov/vendor/registration> for information. Even if you decide against bidding on this solicitation, being registered with the State would allow you to receive notice of solicitations from other State Agencies for the categories you select. NOTE: A vendor MUST have a state vendor number to be eligible to receive an award.

**3) Amendment Issued:** Normally by the day after the date listed on the Cover Page for receiving questions, an amendment will be issued to answer any questions asked by perspective vendors. The amendment will be posted next to the solicitation on SCEL's Procurement Webpage listed above.

**4) Time to Fine Tune the Offer:** After the amendment answering any questions is issued, vendors have a few days to tweak their offers based on what they learned from the amendment.

**5) Date and Time Offers are DUE:** The due date and time by which offers must be received is listed on the Cover Page of the solicitation and the amendment issued. The time noted is very important as offers received after that time are NOT accepted. NOTE: For IFBs, only hard copies of offers are accepted, by mail or by hand. Emailed offers NOT accepted.

**6) Acknowledge Amendments When Offer is Submitted:** There is an ACKNOWLEDGEMENT OF AMENDMENTS box both on the second page of the solicitation and at the end of any amendment(s). Prospective offerors should wait to have time to read any amendments issued (the day after the day after questions are due) to turn in their offers. In returning their offers, vendors should acknowledge any amendments issued.

**7) Vendors Requested to Provide Samples:** Samples are NOT requested from all Vendors. Only the Requested Offerors should submit the **seven (7) actual samples and three (3) virtual color samples** listed in § II, B. Special Instructions. The samples must be received by the deadline provided to the Vendor at the time of the request for samples **[ten (10) business days]**. If the samples are not approved or are not received timely, the Vendor with the next lowest price will be asked to provide samples.

As a result of more than one solicitation taking place at the same time, the packages the samples are shipped in must include the name of the vendor and the name of the solicitation [**FY19 Promo 2 IFB**]. Each sample must be labeled with the vendor's information.

### **C. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

In pertinent part to this solicitation, Section 11-35-1524 (C) provides “(1)When evaluating pricing for purposes of making an award determination, the procurement officer shall decrease a bidder's price by seven percent if the bidder maintains an office in this State **and** ... (iii) at the time of bidding, directly employs or has a documented commitment with individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to bidder for those individuals to provide those services exceeds fifty percent of the bidder's total bid price.... (3) If a bidder is requesting this preference, the bidder, upon request by the procurement officer, must provide documentation that establishes the bidder's qualifications for the preference and, for the preference claimed pursuant to subsection (C)(1)(iii), must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which bidder relies in qualifying for the preference, the services those individuals are to perform, and documentation of the bidder's labor cost for each person identified. Bidder's failure to provide this information promptly is grounds to deny the preference and for enforcement under subsection (E)(6) ...” [Emphasis Added.] As used in (C)(1)(iii), the term "documented commitment" means "a written commitment by the offeror "to employ directly an individual, and by the individual to be employed by the bidder, both contingent on the bidder receiving the award." (Section 11-35-1524(E)(8))

**For purposes of this solicitation, the procurement officer requires that an offeror claiming the 11-35-1524(C)(1)(iii) preference provide the necessary documentation specified (C)(3) in its proposal. The procurement officer reserves the right to request additional information.**

In pertinent part to this solicitation, Section 59-150-140(E) provides: "In all contracts entered into in connection with this chapter [Lottery Act], the resident lottery vendor preference provided in Section 11-35-1524 must apply to procurements made by the commission, except that the following additional provisions apply: (1) the preference also must apply to the procurement of services, as defined in Section 11-35-310(29), and ... (3) with respect to the procurement of services., instead of providing the certifications provided in Section 11-35-1524(C), **the lottery vendor shall certify in writing in the bid:**

- (a) that he is a resident of the State;
- (b) the services or advertising is available; and
- (c) the cost of the services ...is not unreasonable." [Emphasis Added.]

For purposes of this solicitation, in addition to the term "office" as used in Section 11-35-1524(C) "resident of this State" is defined to be a financial institution that staffs and provides fully functional banking services and branches in the midlands, upstate and coastal regions of South Carolina. "Office" means a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the offeror for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each.

The exact form of the certification may be determined by the offeror so long as it is clear that the offeror is certifying that it is a "resident of the State" as defined above meets the requirements Section 59-150-140(E)(3)(b) and (c) and signed by a person authorized to bind the financial institution. The documentation specified in Section 11-35-1524(C)(3) should immediately follow the certification.

Additionally, please provide the **address and phone number for your in-state office**. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).