



INVITATION FOR BID FOR SMALL PURCHASE (UNDER \$50,000)

Date Issued: Tuesday, November 29, 2016

Description: FY17 Pencils for the South Carolina Education Lottery (SCEL)

Submit Offer/Samples By: Tuesday, December 13, 2016, at 3:00 PM ET (Late bids/samples **will not** be accepted)

Questions Must Be Received By: Tuesday, December 6, 2016, at 3:00 PM ET

Offerors desiring an explanation or interpretation of the solicitation must request it in writing. 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 Addendum to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors.

Addendum: Answers to questions will be issued through an Addendum and will be posted on Wednesday, December 7, 2016, to SCEL's website at the following link: <http://www.sceducationlottery.com/lottery/procurement.aspx>. An Addendum becomes part of the Contract with SCEL and it may alter the scope of work or otherwise affect the information you must submit to SCEL.

Award: Award or the notice of intent to award is anticipated to be posted by Thursday, December 15, 2016. The award will be made to the lowest responsible and responsive bidder.

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

Submit Bids/Inquiries/Questions to address, email, or fax below. Bids are preferred via email in pdf or Word format. Only one copy of the bid should be submitted.

S.C. Education Lottery
Attn: SCEL FY17 Pencils IFB
Petrina Marsh, Senior Procurement
1333 Main Street, Suite 400
Columbia, SC 29201
Phone: (803) 737-2808/Fax: (803) 737-0047/Email: Petrina.Marsh@sclot.com

SCEL's Invitation for Bid for Small Purchase is conducted under the authority of the South Carolina Code of Laws and State Regulations and is pursuant to all applicable statutes and regulations within the South Carolina Consolidated Procurement Code located on the following link. <http://www.scstatehouse.gov/code/t11c035.php>

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. **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 - 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]

Please check the appropriate box below.

South Carolina (In-State) Resident Vendor

In-State Office Address (If different from vendor mailing address on page 1)

Non-Resident Vendor

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]

SCEL's Procurement Office has determined that bidders **must provide** the following **documentation** that establishes the bidder's qualifications for **SC/US END-PRODUCT** preferences sought for SCEL's FY16 Promo 3 RFQ. **A bidder's failure to provide this information promptly is grounds to deny the preference.** The information requested in the following paragraph is necessary for **each of the items** for which a bidder is requesting a preference. To qualify for the SCEPP or USEPP, a bidder must demonstrate compliance with Section 11-35-1524 of the South Carolina Procurement Code of Laws which may be found in its entirety on the link below. In particular, see Section 11-35-1524 (B) (1) (2) (3) and (5). A substantial portion of the price of the end product must be derived from this process as applicable to the final cost.

Please review the following requirements explained below before checking any of the boxes.

- South Carolina End-Product**
- U.S. End-Product**
- SC/US End-Product DOES NOT APPLY**

ALL documentation requested by SCEL's Procurement Office for SC/US End-Product preferences must include the manufacturer's contact information including: a contact name, phone number, and email address in order to verify the information below.

1. **Bidder's Raw Unit Cost per Item** (i.e. documentation of the unit cost for each item the bidder must pay the manufacturer)
2. **Unit Cost for Finishing the Item to Complete the Product** (i.e. documentation of the unit cost for finishing the item that the bidder must pay to the manufacturer located in South Carolina or the United States that is performing the imprinting process, etc.)
3. **Where will the raw product be processed into the finished product to complete the product?** Please include name of the manufacturer and the city, state, and country in which the manufacturer is located. For example, if the final step in the finishing process for the imprint will be completed by a company in the United States, include the city, state, and country this will occur.
4. Bidders may include any **shipping cost** associated with the SC/US END-PRODUCT preference sought if any portion of the shipping is performed in South Carolina or the United States.

The documentation requested above must be submitted to the SCEL Procurement Office no later than Tuesday, September 13, 2016, at 3 P.M. EST with the requested Bids. Failure to do so, will result in a denial of the preference sought. SCEL will **not** disclose these cost components to any third party.

I. SCOPE OF SOLICITATION

Purpose

The purpose of this solicitation is to establish a source of supply for the purchase of new supplies, Golf-Style Pencils, on behalf of the South Carolina Education Lottery (SCEL) from qualified Offerors in accordance with the enclosed description and specification requirements stated herein. [01-1015-1]

II. INSTRUCTIONS TO OFFERORS

AMENDMENTS TO SOLICITATION (JAN 2004)

(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. [02-2A005-1]

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 SCEL. 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 Page Two. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

CODE OF LAWS AVAILABLE (JAN 2006)

SCEL's Invitation for Bid for Small Purchase is pursuant to all applicable statutes of the South Carolina Code of Laws and the South Carolina Procurement Code (<http://www.scstatehouse.gov/code/statmast.php>), State Regulations (<http://www.scstatehouse.gov/coderegs/statmast.php>), and SCEL (<http://www.sceducationlottery.com>).
[02-2A040-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of SCEL 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 SCEL's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment 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. 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. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

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]

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 . 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 - 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]

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 Page 4, 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. [02-2B112-1]

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 SCEL 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 SCEL 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 SCEL during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

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 addendum 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 Addendum 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]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. (c) 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. 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)]

(d) 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].

(e) 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.

(f) **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). [02-2A105-2]

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]

TAX CREDIT FOR SUBCONTRACTING WITH SMALL AND MINORITY BUSINESSES

Vendors interested in income tax credit availability by subcontracting with certified minority firms should contact the Division of Small & Minority Business Contracting and Certification (SMBCC). SMBCC was created to assist Small and Minority Businesses in the State of South Carolina. For further information, phone (803) 734-5010.

III. SCOPE OF SPECIFICATIONS

See Bidding Schedule [03-3005-1]

Please quote the following.

Item Description

1,002,240 Sharpened Hex-shaped, Small "Golf" Style Pencils without Erasers (Qty of 501,120 **must be** PMS 286 Blue; and Qty of 501,120 **must be** PMS 361 Green). Pencil lead must be bonded. No rainforest wood to be used. All products must be deemed acceptable by SCEL.

Bonded Lead Description

Bonded lead pencil cores are glued right onto their barrels to reinforce their strength and decrease their breakability. Manufacturers permanently glue the lead core to both sides of the pencil, from eraser to tip. Any quality pencil likely features a bonded lead core.

Quantity

Total Quantity: 1,002,240

- 501,120 pencils must be PMS 286 Blue; and
 - 501,120 pencils must be PMS 361 Green.
-

Colors

501,120 Pencils should be PMS 286 blue;

501,120 Pencils should be PMS 361 green;

Substitutions in colors will not be accepted. Blue and Green PMS colors must be deemed acceptable by SCEL.

Imprint and Imprint Area

White Imprint: **SCEDUCATIONLOTTERY.COM**

Font must be a Sanserif font (Helvetica, Arial or similar)

Image area of imprint should be 1 7/8" L x 1/8" H

Suggested Packaging

Total Cartons: 348 cartons (174 cartons of blue pencils; 174 cartons of green pencils) of sharpened hex-shaped, small "golf" style pencils without erasers (Total Quantity: 1,002,240) must be delivered to the Blythewood Warehouse address; Ten (10) final production samples (5 Final Samples of Blue Pencils and 5 Final Samples of Green Pencils) must be delivered to the Columbia office address.

Blue Pencils: 174 cartons of blue (PMS 286) pencils; bundled in 144 pencils per box; @ 20 boxes (2,880 pencils) per carton.

Green Pencils: 174 cartons of green (PMS 361) pencils; bundled in 144 pencils per box; @ 20 boxes (2,880 pencils) per carton.

Packaging Box Style/Material (for the bundled 144 pencils per box noted above):

Box Style: "Snap-Bottom" Lock Box also known as an "Auto-Bottom" Lock Box with a "Tuck-In Top"

Box Material: Paperboard with a minimum 14 point thickness

For inventory purposes, all boxes going to Blythewood should contain the same number of items. These promotional items need to weigh no more than 33 lbs. per box. 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.

Artwork: SCEL will provide final artwork to the winning Vendor in one of the following Adobe file formats based on the Vendor's request: PDF, Illustrator, InDesign, Photoshop or EPS Vector.

Overruns/Underruns: SCEL will not pay for more than the number requested in the solicitation.

Samples

Bid Samples: Total quantity of two (2) golf pencil samples must be submitted with each bid:

An actual sample is required with each bid and must include any/all virtual samples that are submitted. The actual sample must contain at least one actual, hex-shaped, "golf-style" pencil, without an eraser, to ensure the lead does not fall out. All pencil samples (actual and virtual) should be clearly labeled with the vendor's information. Each sample pencil must also contain bonded lead and contain no rainforest wood. The items must have imprints but NOT necessarily SCEL imprints. There is no specific imprint color requested for the samples that are required with each bid. **Actual Product Samples must be approved by SCEL before the job is awarded.**

Virtual samples for each requested PMS color [blue (PMS 286) and green (PMS 361)] will be accepted with bids. Actual samples of golf pencils **closely matching each PMS color** must be submitted and must include an imprint (SCEL logo not required on bid sample). **A vendor may only submit an actual pencil sample that does not closely match the requested blue or green PMS colors if the supplier's stock color is not a close match and will have to be painted.**

Pre-Production Proof: Electronic and Actual pre-production proof approvals for each color (PMS 286 blue and PMS 361 green) are required PRIOR to order being processed for final production. Actual Pre-production Proofs for each color must include a white imprint of **SCEDUCATIONLOTTERY.COM**. **Substitutions** in colors will **NOT** be **accepted**. Proofs must be reviewed and approved by SCEL before production can begin.

Final Production Samples: Ten (10) final production samples (5 Final Samples of Blue Pencils and 5 Final Samples of Green Pencils) must be delivered to the Columbia office address. ALL Final Samples of the requested items must be delivered to the Columbia Office around the same time the first shipment is being made to Blythewood.

Substitutions in colors will **NOT** be **accepted**. SCEL artwork **must** also be on the final samples.

Any bid received without the samples requested above will be found unresponsive. All samples **must** be labeled with the bidder's name. **Substitutions** in colors for the actual pre-production proofs and final samples will **NOT** be **accepted**. SCEL artwork **must** also be on the actual pre-production proof and final samples. **Actual Pre-production Proofs** of each color with white imprint on an actual Sharpened, Hex-shaped, Small "Golf" Style Pencil without Eraser **must be reviewed and approved by SCEL before Award and before final production can begin.**

DELIVERY / PERFORMANCE LOCATION - SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address(es), unless otherwise specified. [03-3030-1]

Bid and Sample Delivery: Columbia Office Address

S.C. Education Lottery
Attn: SCEL FY17 Pencils IFB
Petrina F. Marsh, Senior Procurement
1333 Main Street, Suite 400
Columbia, SC 29201
Petrina.Marsh@sclot.com

Pre-Production Proof (2 Actual Proofs) & (10) Final Production Samples: Columbia Office Address

S.C. Education Lottery
Attn: SCEL Sales and Retailer Relations Department
Teresa Brock
1333 Main Street, Suite 400
Columbia, SC 29201
Teresa.Brock@sclot.com

Delivery for Final Production of 348 Cartons to: Blythewood Address

S.C. Education Lottery
c/o Scientific Games International
Attn: Dan Dyar (803) 237-9746
120 North Point Court
Blythewood, SC 29016

DELIVERY DATE - SPECIFIED (JAN 2006)

Delivery shall be made **no later than noon on Friday, January 27, 2017. Full delivery is required.** No partial deliveries will be accepted. Contractor may request approval to deliver items prior to the delivery date. [03-3040-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT– SPECIFIED (MAR 2015)

You shall submit the following information listed below. **If you submit your offer electronically, you must upload an image of the pages requested below.** [04-4010-2]

Page 2: Vendor Information/Certification and Acknowledgement of Addenda

Page 3: South Carolina Resident Vendor Preference

Page 4: South Carolina SC/US-End Product Preference with Qualifying Documentation

Page 17: SCEL Bidding Schedule/Pricing Information

MINORITY PARTICIPATION (JAN 2006)

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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/> [04-4015-1]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (MARCH 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, link to "Standard Clauses & Provisions." [05-5005-2]

VI. AWARD CRITERIA-BIDS

AWARD BY LOT (JAN 2006)

Award will be made by complete lot. [06-6015-1]

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]

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

BIDS: The vendor must bid on all items requested in the IFB. Any quotes received that do not provide pricing for all items will be found non-responsive.

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]

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 – SHORT FORM (FEB 2015)

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

DISPUTES

The following provision from the S.C. Code of Laws is provided as information and will be applied to the solicitation. In submitting a proposal with an actual or potential value of up to fifty thousand dollars, the Offeror understands that that there is no right to file a protest of this document or the resulting award. [Section 11-35-4210(1)(d)]

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]

INVOICES AND BILLING

Invoices or other billings shall be submitted to SCEL in writing within thirty (30) days of when contract services were provided and must include a description of the services being billed. The invoice must be itemized. Please email the invoice to Accounts.Payable@sclot.com or send to the address on page one (1) of this RFQ.

The Offeror shall be responsible for withholding Federal and State income taxes, paying Federal Social Security Taxes, unemployment insurance and maintaining worker's compensation insurance coverage in an amount and under such terms as required by the State of South Carolina.

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

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]

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] Mandatory. Seek permission of management before providing a contractor with written approval under this paragraph. [7A065-1]

PAYMENT (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. [07-7A055-3]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from SCEL. SCEL 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]

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]

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. [07-7A08]

TAX IDENTIFICATION NUMBER

"Taxpayer Identification Number (TIN)," means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. There are a variety of numbers that may be used, including Social Security and others. If the Offeror does not have a TIN, more can be learned about this and application can be made for one at: <https://www.irs.gov/businesses/small-businesses-self-employed/employer-id-numbers-eins>.

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006)

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, 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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

In preparing a bid for return to the South Carolina Education Lottery, SCEL requests that each vendor provide the following price information: 1) a price of production without tax; 2) any other charges, such as a set-up charge, a die charge, or an actual or electronic pre-production proof charge; 3) shipping/delivery charges; and 4) total charges without taxes.

HISTORICAL PRICING INFORMATION

Vendor: Product-Envy, Incorporated
Total Award: \$18,030.00*
Award Date: October 1, 2015
Preferences: Preferences did not apply towards award
Delivery: As requested

***Total Award based on Production Price (which included shipping, but did not include sales/use tax).**

SCEL PRICING INFORMATION

1,002,240 Sharpened, Hex-shaped, Small "Golf Style" Pencils Without Erasers (Qty of 501, 120 in PMS 286 Blue; Qty of 501,120 in PMS 361 Green). Pencil lead must be bonded. No rainforest wood to be used. Pencils must be packaged in box style/material as required on page ten (10). **Box Style must be :** "Snap-Bottom" Lock Box also known as an "Auto-Bottom" Lock Box with a "Tuck-In Top." Substitutions for PMS colors specified above will not be accepted.

Production Price:	\$ _____
Set-Up Charge:	\$ _____
Die Charge/Plate Charge:	\$ _____
Other Charge(s):	\$ _____
Subtotal:	\$ _____
Shipping/Delivery:	\$ _____
 Total Bid Price (without Tax):	 \$ _____

Delivery Days ARO (After Receipt of Order): _____ days

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Appendix D Instructions for Non-Resident Taxpayer Registration

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]