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|---|---|--|--|
|  <p>Mailing Address:<br/>S.C. Education Lottery<br/>1333 Main St., Ste. 400<br/>Columbia, SC 29201</p> | <p><b>South Carolina<br/>Education Lottery</b></p> <p><b>Request for Quotes (RFQ)</b><br/>(Commodities with Preferences<br/>Over \$10,000) (Online)</p> | <p>Solicitation Number:</p> <p>Date Issued:</p> <p>Procurement Officer:</p> <p>Phone:</p> <p>E-Mail Address:</p> | <p><b>TWD Window &amp; Cooler<br/>Clings, MM Window Clings<br/>FY18</b></p> <p><b>Thursday, July 20, 2017</b></p> <p><b>ViVi Simons</b></p> <p><b>803-737-2037</b></p> <p><b>POS@SCLot.com</b></p> |
|---|---|--|--|

DESCRIPTION: Request for Quotes to Solicit Window and Cooler Clings for the South Carolina Education Lottery.

USING GOVERNMENTAL UNIT: South Carolina Education Lottery (SCEL)

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

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING EMAIL ADDRESS: **POS@SCLot.com**

SUBMIT OFFER BY (Opening Date/Time): **Thurs., 08.03.17, at 11 a.m. local time** (See "Deadline For Submission Of Offer" provision.)

QUESTIONS MUST BE RECEIVED BY: **Thurs., 07.27.17, at 11 a.m. local time** (See "Questions From Offerors" provision.)

NUMBER OF COPIES TO BE SUBMITTED: One (1) copy submitted electronically to [POS@SCLot.com](mailto:POS@SCLot.com). After the quotes are tabulated, ONLY the lowest priced vendor will be requested to submit substrate samples.

|  |  |
|--|--|
| <p>CONFERENCE TYPE: <b>Not Applicable</b></p> <p>DATE &amp; TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions.)</p> | <p>LOCATION: <b>Not Applicable</b></p> |
|--|--|

|                               |  |
|-------------------------------|--|
| <p>AWARD &amp; AMENDMENTS</p> | <p>Award will be posted on <b>08/07/2017</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address:<br/><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 **thirty (30)** calendar days after the Opening Date. (See "Signing Your Offer" provision.)

|  |   |
|--|---|
| <p>NAME OF OFFEROR</p> <p>(full legal name of business submitting the offer)</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</p> <p>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p> | <p>DATE SIGNED</p>  |
| <p>TITLE</p> <p>(business title of person signing above)</p>   | <p>STATE VENDOR NO.</p> <p>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</p>   |
| <p>PRINTED NAME</p> <p>(printed name of person signing above)</p>  | <p>STATE OF INCORPORATION</p> <p>(If you are a corporation, identify the state of incorporation.)</p>   |

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|---|--|--|
| <p>OFFEROR'S TYPE OF ENTITY: (Check one) <span style="float: right;">(See "Signing Your Offer" provision.)</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 & Interest" 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<br>___ Payment Address same as Notice Address <b>(check only one)</b> | ___ Order Address same as Home Office Address<br>___ 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><br>(See "Discount for Prompt Payment" clause.) | 10 Calendar Days (%) | 20 Calendar Days (%) | 30 Calendar Days (%) | ___ Calendar Days (%) |
|---|----------------------|----------------------|----------------------|-----------------------|

**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 <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)]

**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)**

**PAGE THREE**  
**IMPORTANT INFORMATION FOR OFFERORS**

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## **I. SCOPE OF SOLICITATION**

**ACQUIRE SUPPLIES / EQUIPMENT (SCEL MODIFIED):** The South Carolina Education Lottery is seeking to purchase Window Clings (The Walking Dead and Mega Millions) and Cooler Clings (The Walking Dead only) through a Request for Quotes (RFQ). This solicitation will be awarded to the lowest responsive and responsible Offeror. The resulting contract will be awarded to one Offeror in accordance with the bid schedule.

**The purpose of this Request for Quotes is to Solicit Window Clings and Cooler Clings for the South Carolina Education Lottery (SCEL). The solicitation requests pricing for two partial deliveries on the following dates:**

- 1) First Delivery Due Date scheduled no later than 11 a.m. local time on Friday, August 25, 2017, to receive The Walking Dead Window Clings (4,000) and The Walking Dead Cooler Clings (4,000); and**
- 2) Second and Final Delivery Due Date scheduled no later than 11 a.m. local time on Friday, September 22, 2017, to receive the remaining Mega Millions Window Clings (4,000).**
- 3) Additional shipments are NOT requested.**
- 4) One shipment of the entire amount ordered is also acceptable if delivered no later than 11 a.m. local time on Friday, August 25, 2017.**

**This solicitation is governed by Section 11-35-1550 – Bid procedures on procurements up to fifty thousand dollars – of the South Carolina Consolidated Procurement Code.**

## 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 to 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 (JAN 2006):** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php>  
The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php> [02-2A040-2]

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

**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 bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(G)] [02-2A050-1]

**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 (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]

**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]

#### **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]

**QUESTIONS FROM OFFERORS (SCEL):** Offerors have a duty to have any questions addressed prior to providing a quote.

**Questions must be submitted in writing via e-mail with "Question(s): TWD Window & Cooler Clings, MM Window Clings FY18" in the subject line no later than Thursday, July 27, 2017, at 11 a.m. local time. SEND QUESTIONS AND ALL CORRESPONDENCE VIA EMAIL TO:**

**Attn: Procurement M&PD**

**Email: POS@SCLot.com**

Questions will be answered and posted on the SCEL Procurement webpage:

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

Vendors should monitor the webpage to check for amendments and will need to acknowledge they had the opportunity to read any amendments posted when sending their submission. There are several ways to acknowledge an amendment. By identifying the amendment number and date in the table: 1) under ACKNOWLEDGMENT OF AMENDMENTS in the middle of page 2; or 2) at the end of each amendment posted vendors acknowledge receipt of amendments. Vendors may also 3) sign and return the amendment, or 4) acknowledge by letter. [SCEL]

#### **QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)**

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT

AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. STRICKEN TEXT IS DELETED.  
[02-2A097-1]

**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 (JUNE 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. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(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. 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)]

(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]

**ONLY the lowest priced vendor will be requested to submit substrate samples for clings being solicited. The samples should be marked with the substrate information and for which item it is intended to be used. If the lowest priced vendor cannot provide samples or if the samples provided are not approved, the next lowest priced vendor will be requested to submit samples. If requested, your failure to provide samples will result in rejection of your offer. See Section II, Instruction to Offerors—B. Special Instructions, Samples.**

**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 A PAPER OFFER OR MODIFICATION (MODIFIED):** Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled **“ON-LINE BIDDING INSTRUCTIONS (MODIFIED).”** Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (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.

**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]

**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

**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]

**ON-LINE BIDDING INSTRUCTIONS (MODIFIED):** Please submit your offer on-line at the following email address: [POS@SCLot.com](mailto:POS@SCLot.com).

**ONLY the lowest priced vendor will be requested to submit substrate samples for clings being solicited. The samples should be marked with the substrate information and for which item it is intended to be used. If the lowest priced vendor cannot provide samples or if the samples provided are not approved, the next lowest priced vendor will be requested to submit samples. If requested, your failure to provide samples will result in rejection of your offer. See Section II, Instruction to Offerors—B. Special Instructions, Samples.**

**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]

**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]

**SAMPLES [MODIFIED]:** Free samples may be required for testing and/or evaluation. After opening of solicitation, a Vendor may be requested to submit samples for evaluation at no charge to SCEL. **SAMPLES ARE NOT REQUESTED FROM EVERY VENDOR, ONLY THE LOWEST PRICED VENDOR WILL BE REQUESTED TO PROVIDE SAMPLES AFTER BIDS ARE RECEIVED AND TABULATED.**

If requested, your failure to provide the three substrate samples will result in rejection of your Offer. You must send your sample to the Procurement Officer under separate cover, mark the Solicitation Number on the outside of the shipping carton, and tag each sample with your name and other pertinent information as describe in Section III. The Procurement Officer must receive your samples prior to the deadline provided to the Vendor at the time of the request for samples.

**Only if requested, please send samples to:**  
S.C. Education Lottery

**Attention: ViVi Simons, M&PD Procurement**  
**Solicitation: Walking Dead**  
**1333 Main Street, Suite 400**  
**Columbia, SC 29201**

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.

Substrate Samples:

Item #: Description:

- 1 The Walking Dead® Window Clings, (4,000), 4/4, for use less than a year;
- 2 The Walking Dead® Cooler Clings, (4,000), 4/0, for use less than a year; and
- 3 The Mega Millions®/Powerball® Window Clings, (4,000), 4/4, for use more than a year.

If requested to provide samples, SCEL must receive the minimum of three (3) substrate samples described above for the requested Vendor's Offer to be considered responsive.

Mark to attn of buyer listed on cover page.

**UNIT PRICES REQUIRED (JAN 2006):** Unit price to be shown for each item. [02-2B170-1]

### III. SCOPE OF WORK/SPECIFICATIONS

The South Carolina Education Lottery intends to purchase the following commodities: Window Clings (The Walking Dead and Mega Millions) and Cooler Clings (The Walking Dead only) through a Request for Quotes (RFQ). 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.

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

**DELIVERY DATE - SPECIFIED (MODIFIED):** The solicitation requests pricing for two partial deliveries on the following dates:

- 1) **First Delivery Due Date** scheduled no later than 11 a.m. local time on Friday, August 25, 2017, to receive The Walking Dead Window Clings (4,000) and The Walking Dead Cooler Clings (4,000); and
- 2) **Second and Final Delivery Due Date** scheduled no later than 11 a.m. local time on Friday, September 22, 2017, to receive the remaining Mega Millions Window Clings (4,000).
- 3) **Additional shipments are NOT requested.**
- 4) **One shipment of the entire amount ordered is also acceptable if delivered no later than 11 a.m. local time on Friday, August 25, 2017.**

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

SCEL requests electronic pre-production proofs of the three (3) types of clings prior to the start of production. Ten (10) final production samples of each of the three (3) types of clings is requested at the Columbia Office.

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

**Final Production Samples:**

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

**TWD Window and Cooler Clings, and MM/PB Window Clings:**

South Carolina Education Lottery  
% Scientific Games International  
Attn: Rick Barnhill; 803-513-5425  
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.

Warehouse Staff reports delivery of a few orders that do not include packing slips. 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 address 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.

#### **ADDITIONAL INFORMATION FOR OFFERORS TO SUBMIT (SCEL):**

**A. To be responsive to this solicitation Offerors must submit the following information by email:**

- 1) **A cover page and Page 2 completed, signed, and dated per instructions;**
- 2) **Page 16, with the Minority Participation information completed;**
- 3) **The bidding schedule found on pages 24 to 26. Please check over the Bidding Schedule to ensure all Preference Questions have been answered for each line item; and**
- 4) **Acknowledgement of any amendments issued. Questions are to be sent in writing to [POS@SCLot.com](mailto:POS@SCLot.com) and received by 11 a.m. local time on Thursday, July 27, 2017. An Amendment answering any questions received is normally issued the next day. Vendors should acknowledge any amendments in the ACKNOWLEDGEMENT OF AMENDMENTS box both on the second page of the solicitation and at the end of any amendment(s). Prospective offerors should wait until after the day after questions are due to turn in their offers in order to have time to read any amendments issued. In returning their offers, vendors should acknowledge any amendments issued.**

Samples are NOT requested from all Vendors. Only the Requested Offeror should submit three (3) substrate samples listed on IIB. The samples must be received by the deadline provided to the Vendor at the time of the request for samples. If the samples are not approved or are not received timely, the Vendor with the next lowest price will be asked to provide samples.

#### **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]



## 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]

**The lowest responsible and responsive bidder will be determined as the Offeror having the lowest Total Bid Price who can meet the delivery schedule. The solicitation requests pricing for two partial deliveries on the following dates:**

- 1) First Delivery Due Date scheduled no later than 11 a.m. local time on Friday, August 25, 2017, to receive The Walking Dead Window Clings (4,000) and The Walking Dead Cooler Clings (4,000); and**
- 2) Second and Final Delivery Due Date scheduled no later than 11 a.m. local time on Friday, September 22, 2017, to receive the remaining Mega Millions Window Clings (4,000).**
- 3) Additional shipments are NOT requested.**
- 4) One shipment of the entire amount ordered is also acceptable if delivered no later than 11 a.m. local time on Friday, August 25, 2017.**

**AWARD TO ONE OFFEROR (JAN 2006):** Award will be made to one Offeror. [06-6040-1]

## **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]

**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]

**PAYMENT & INVOICING (SCEL):** The invoice must be itemized. Please email the invoice to:  
[Accounts.Payable@sclot.com](mailto:Accounts.Payable@sclot.com).

**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]

**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]

**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]

**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]

**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]

The preferred pallet sizes are: 4'W x 4'L; 40"x48"; or 30"x40". Please ensure delivery will be on one of the above sized pallets. **Height Limit of Loaded Pallets:** 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 each box should be marked with its contents. Please remember to include a packing slip to provide information on what is being delivered along with information on how the shipment is packaged.

**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 – 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]

**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 Window Clings or Cooler Clings 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**

Please quote the following three items and three different substrates:

**Quantity:** 4,000 The Walking Dead® (TWD) window clings & 4,000 The Walking Dead® (TWD) cooler clings & 4,000 Mega Millions®/Powerball® (MM/PB) window clings

**Size:** Window Clings: 14"W x 19"H  
Cooler Clings: 5"W x 7"H. **NOTE:** The Cooler Clings will be Cut to Shape/Die Cut.

**Print Process:** Window Clings: Print 4/4 on a total opaque (i.e., blackout or light fast) white synthetic material, apply either gloss film lamination or gloss UV coating to one side. Apply clean removable adhesive to the other side. UV offset with fade resistant inks. Adhesive (TWD) for less than a year: EZ Stick from PLC; Adhesive (MM/PB) for more than a year: Products from General Formulation, Flexcon, 3M, Transcendia. Cooler Clings: Print 4/0 plus gloss UV coating to one side. Print on white pressure sensitive synthetic material with clean removable adhesive. UV offset with fade resistant inks.

**Material:** **The Walking Dead®:** (Delivery no later than 11 a.m. local time on Friday, August 25, 2017)  
Window Clings: (The same art appears on both sides, in field less than a year.)  
Paper: 8mil, transblock with EZ Stick Adhesive  
Ink/Process: 4cp+ Gloss UV Coating / 4cp + Adhesive with liner; UV offset with fade resistant inks  
Cooler Clings: (The art appears on the front side only, in field less than a year.)  
Paper: 3.4 Mil White Low Tack PVC Vinyl, low tack Clean Removable Adhesive  
Ink/Process: 4/0 (UV CMYK); UV offset with fade resistant inks  
Finishing: Cut to Shape/Die Cut

**Mega Millions®/Powerball®:** (Delivery no later than 11 a.m. local time on Fri., Sept. 22, 2017)  
Window Clings: (The same art appears on both sides, in field for more than a year.)  
Paper: 8mil, transblock with Concept 114/113 Adhesive  
Ink/Process: 4cp+ Gloss UV Coating / 4cp + Adhesive with liner; UV offset with fade resistant inks

**Finishing:** The Walking Dead® Cooler Clings will be Cut to Shape/Die Cut.

**Color:** Window Clings: 4/4; Bleed: Yes, all sides.  
Cooler Clings: 4/0; Bleed: Yes, all sides.

**Packaging:** Window Clings: Bundled 100 per box; 40 boxes (4,000 window clings) to Blythewood address.  
Cooler Clings: Bundled 100 per box; 40 boxes (4,000 cooler clings) to Blythewood address.  
Final Product Samples: Ten (10) final samples of each item (The Walking Dead® Window Cling, The Walking Dead® Cooler Cling, and Mega Millions®/Powerball® Window Cling) to Columbia address.

**Artwork:** Draft art provided by SCEL. Winning vendor will receive final art when approved.

**Proof:** Electronic pre-production proof approval of each piece required prior to order being processed for production at POS@SCLot.com.

|                |                                   |                                |  |
|----------------|-----------------------------------|--------------------------------|--|
| <b>Item 1:</b> | <b>Quantity:</b>                  | <b>4,000 TWD Window Clings</b> | <b>(Delivery no later than 11 a.m. local time on Fri., 08.25.17)</b> |
|                | <b>Production Unit Price:</b>     | \$ _____                       |  |
|                | <b>Production Price:</b>          | \$ _____                       |  |
|                | <b>Set-up/Proof/Other Charge:</b> | \$ _____                       |  |
|                | <b>Subtotal:</b>                  | \$ _____                       |  |
|                | <b>Shipping:</b>                  | \$ _____                       |  |
|                | <b>Quote Total (% taxes):</b>     | \$ _____                       |  |



| 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<br><input type="checkbox"/> No |
| 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                           | <input type="checkbox"/> Yes<br><input type="checkbox"/> 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                           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |

**The Walking Dead® Window Clings, (4,000)**

Can you meet the Delivery Date of no later than 11 a.m. local time on Friday, August 25, 2017, to receive The Walking Dead® Window Clings (4,000)?  Yes  
 No

**Item 2:**                    **Quantity:**        **4,000 TWD Cooler Clings (Delivery no later than 11 a.m. local time on Fri., 08.25.17)**  
**Production Unit Price:**        \$ \_\_\_\_\_  
**Production Price:**                \$ \_\_\_\_\_  
**Die Charge:**                        \$ \_\_\_\_\_  
**Set-up/Proof/Other Charge:**    \$ \_\_\_\_\_  
**Subtotal:**                            \$ \_\_\_\_\_  
**Shipping:**                            \$ \_\_\_\_\_  
**Quote Total (w/o taxes):**        \$ \_\_\_\_\_

| 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<br><input type="checkbox"/> No |
| 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                           | <input type="checkbox"/> Yes<br><input type="checkbox"/> 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                           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |

**The Walking Dead® Cooler Clings, (4,000)**

Can you meet the Delivery Date of no later than 11 a.m. local time on Friday, August 25, 2017, to receive The Walking Dead® Cooler Clings (4,000)?  Yes  
 No

**Item 3:**                    **Quantity:**        **4,000 MM/PB Window Clings (Delivery no later than 11 a.m. local time on Fri, 09.22.17)**  
**Production Unit Price:**        \$ \_\_\_\_\_  
**Production Price:**                \$ \_\_\_\_\_  
**Set-up/Proof/Other Charge:**    \$ \_\_\_\_\_  
**Subtotal:**                            \$ \_\_\_\_\_  
**Shipping:**                            \$ \_\_\_\_\_  
**Quote Total (w/o taxes):**        \$ \_\_\_\_\_

| 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<br><input type="checkbox"/> No |
| 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 | <input type="checkbox"/> Yes<br><input type="checkbox"/> 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 | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |

**(The Mega Millions®/Powerball® Window Clings, (4,000))**

**Can you meet the Delivery Date of no later than 11 a.m. local time on Friday, September 22, 2017, to receive the Mega Millions®/Powerball® Window Clings (4,000)?**  Yes  
 No

For an FAQ on these preferences, please see:

[http://www.procurement.sc.gov/webfiles/MMO\\_PREFS/Main/FAQ\\_Preferences.htm](http://www.procurement.sc.gov/webfiles/MMO_PREFS/Main/FAQ_Preferences.htm).

For an FAQ on these preferences, please see:

[http://www.procurement.sc.gov/webfiles/MMO\\_PREFS/Main/FAQ\\_Preferences.htm](http://www.procurement.sc.gov/webfiles/MMO_PREFS/Main/FAQ_Preferences.htm).

**Overruns/Underruns:** Unless otherwise stated in the specifications, overruns or underruns will be based on the quantity ordered and shall not exceed 2.5% for up to 499,999 each; 1% for 500,000 each and more. The State will only pay for overruns up to 2.5% for 0 to 499,999 each; 1% for 500,000 each and more.

**SOLICITATION TIMELINE**

**NOTE: If a vendor has never taken part in a solicitation for the South Carolina Education Lottery, 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) **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.
- 3) **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.
- 4) **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.
- 5) **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 until after the day after questions are due to turn in their offers in order to have time to read any amendments issued. In returning their Offers, vendors should acknowledge any amendments issued.

**ACKNOWLEDGMENT OF AMENDMENTS:**

Vendors should monitor the website to check for amendments and will need to acknowledge they had the opportunity to read any amendments posted when submitting their bids. There are several ways to acknowledge an amendment. 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 or at the end of each amendment, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment.

| 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 |
|   |                      |               |                      |               |                      |               |                      |
|   |                      |               |                      |               |                      |               |                      |

**SCEL EMPLOYEES MUST NOT ACCEPT ANY ITEM OR SERVICE FROM A LOTTERY RETAILER, POTENTIAL RETAILER, OR LOTTERY VENDOR, NOT EVEN A CUP OF COFFEE, WHETHER OR NOT THE OFFEROR EXPECTS SOMETHING IN RETURN.**

## **IX. ATTACHMENTS TO SOLICITATION**

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

The following documents are attached to this solicitation:

- 1) Nonresident Taxpayer Registration Affidavit Income Tax Withholding; and
- 2) Offeror's Checklist.

### **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.

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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.

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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](http://www.sctax.org)

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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 803-898- 5383.

**PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:**

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

## OFFEROR'S CHECKLIST

### OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process! Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.