

	South Carolina Education Lottery Invitation for Bids	Solicitation: 08202018PIRAEIFB Date Issued: August 20, 2018 Procurement Officer: Petrina F. Marsh, CPPB Phone: 803.737.2808 E-Mail Address: Petrina.Marsh@sclot.com Mailing Address: SC Education Lottery Attn: Procurement--Petrina F. Marsh 1333 Main Street, Suite 400 Columbia SC 29201
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DESCRIPTION: **FY19 Promotional Items for Retailer Appreciation Events**

USING GOVERNMENTAL UNIT: **South Carolina Education Lottery Commission**

SUBMIT BID/SAMPLES TO THE FOLLOWING PHYSICAL/MAILING ADDRESS:

SC Education Lottery
Attention: Sr. Procurement—Petrina F. Marsh
FY19 Promotional Items for Retailer Appreciation Events
Solicitation #08202018PIRAEIFB
1333 Main Street, Suite 400
Columbia, SC 29201

SUBMIT OFFER AND SAMPLES BY (Opening Date/Time): **September 4, 2018 at 1PM EST**

QUESTIONS MUST BE RECEIVED BY: **August 27, 2018 at 1PM EST**

NUMBER OF COPIES TO BE SUBMITTED: One (1) Copy must be submitted via mail or delivered by hand and must be labeled with the solicitation number and received no later than the opening date and time.

AWARD & AMENDMENTS	Award should be posted no later than September 5, 2018. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.sceducationlottery.com/lottery/procurement.aspx
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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 sixty (60) calendar days after the Opening Date. (See the clause entitled "Signing Your Offer.")

NAME OF OFFEROR (Full legal name of business submitting the offer)	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.	
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)		
TITLE (Business title of person signing above)		STATE VENDOR NO. (Register to obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt)			(See "Signing Your Offer" provision.) <input type="checkbox"/> Other _____ <input type="checkbox"/> Government entity (federal, state, or local)
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(Return Page Two with Your Offer)

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

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)	
	<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	
	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)	

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledge receipt of amendments by indicating amendment number and its date of issue. (See the clause entitled "Amendments to Solicitation")							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

SMALL PURCHASE PROCEDURES

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

In submitting a proposal with an actual or potential value of up to fifty thousand dollars, the Offeror understands that that there is no right to protest this solicitation or the resulting award. [Section 11-35-4210 (1)(d)].

END OF PAGE 2

IMPORTANT INFORMATION FOR ALL OFFERORS

SCOPE OF SOLICITATION

It is the intent of the South Carolina Education Lottery Commission (hereinafter "SCEL"), in accordance with all requirements stated herein or attached hereto, to acquire new promotional items for SCEL's Retailer Appreciation Events. The following promotional items must be delivered in **FULL** no later than Friday, October 12, 2018 by 11AM EST.

1. Clear Game Tote Bag with Black Handles and Black Imprint of SCEL Logo (QTY: 2,002);
2. Clear Game Tote Bag with Royal Blue Handles and Royal Blue Imprint of SCEL Logo (QTY: 2,002);
3. Deep Red Short-Sleeve T-Shirt, 100% Cotton, Hanes Style #5250 or similar, Multi-Color Imprints, Size XL (QTY: 1,502);
4. Deep Red, Short-Sleeve T-Shirt, 100% Cotton, Hanes Style #5250 or similar, Multi-Color Imprints, Size 2XL (QTY: 1,502).

SCHEDULE OF EVENTS (Dates may be subject to change)

Issuance of Invitation for Bids	8/20/2018
Deadline for Submission of Questions (1PM)	8/27/2018
State's Written Responses to Questions (tentative)	8/27/2018
Deadline for Submittal and Opening of Bids (1PM)	9/04/2018
Intent to Award Posting Date (tentative)	9/5/2018
Full Delivery of all FOUR (4) items	10/12/2018

NUMBER OF COPIES AND SAMPLES

Offerors must follow the instructions below when submitting a response. Please submit the following copies of your solicitation with the required number of samples for each item to the Physical/Mailing Address located on the Cover Page.

1. Bid packages must **include pricing and samples** as requested. Bidders must submit **one (1) hard copy with pricing and samples** via mail (US Postal Service), special delivery (UPS, FedEx, etc), or delivered by hand.
2. **One (1) actual/physical stock sample is required** for each of the items requested. Imprints with **sample/or actual logos are not required** at this time. See "Samples" clause 1.37 on pgs. 14-15.
3. Offerors should include all requested documents and samples with their response. **Multiple attachments and samples must be labeled clearly. All items must be labeled with the Offeror's name, company name, and solicitation number.**

TABLE OF CONTENTS

PART 1 INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS 7

1.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS 7

1.2 AMENDMENTS TO SOLICITATION 7

1.3 AUTHORIZED AGENT 7

1.4 AWARD NOTIFICATION 8

1.5 BID AS OFFER TO CONTRACT 8

1.6 PROPOSAL ACCEPTANCE PERIOD 8

1.7 BID IN ENGLISH & DOLLARS 8

1.8 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION 8

1.9 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS 8

1.10 CODE OF LAWS AVAILABLE 9

1.11 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE 9

1.12 DEADLINE FOR SUBMISSION OF OFFER 9

1.13 DRUG FREE WORK PLACE CERTIFICATION 10

1.14 DUTY TO INSPECT AND INQUIRE 10

1.15 ETHICS CERTIFICATE 10

1.16 OMIT TAXES FROM PRICE 10

1.17 OPEN TRADE REPRESENTATION 10

1.18 PROHIBITED COMMUNICATIONS AND DONATIONS 10

1.19 PUBLIC OPENING 11

1.20 QUESTIONS FROM OFFERORS 11

1.21 REJECTION/CANCELLATION 11

1.22 RESPONSIVENESS/IMPROPER OFFERS 11

1.23 SIGNING YOUR OFFER 11

1.24 STATE OFFICE CLOSINGS 11

1.25 SUBMITTING CONFIDENTIAL INFORMATION 12

1.26 SUBMITTING A PAPER OFFER OR MODIFICATION 12

1.27 TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES 13

1.28 WITHDRAWAL OR CORRECTION OF OFFER 13

PART 1 INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS 13

1.29 BIDDING INSTRUCTIONS 13

1.30 CONTENTS OF OFFER 13

1.31 OFFERING BY LOT 13

1.32 OPENING PROPOSALS-INFORMATION NOT DIVULGED 14

1.33 PREFERENCES-A NOTICE TO VENDORS 14

1.34 PREFERENCES—SC/US END PRODUCT 14

1.35 PREFERENCES-RESIDENT VENDOR PREFERENCE 14

1.36 RELEASE OF CLAIMS 14

1.37 SAMPLES 14

1.38 SUBMISSION OF QUESTIONS 15

1.39 UNIT PRICES REQUIRED 15

1.40 UNSUCCESSFUL OFFERORS 15

PART 2 SCOPE OF WORK/SPECIFICATIONS 16

2.1 BIDDING SCHEDULE 16

2.2	DELIVERY DATE-SPECIFIED.....	16
2.3	DELIVERY/PERFORMANCE LOCATION-SPECIFIED.....	16
2.4	PACKAGING.....	17
2.5	QUALITY--NEW.....	17
PART 3 <u>QUALIFICATIONS</u>.....		18
PART 4 <u>INFORMATION FOR OFFERORS TO SUBMIT</u>.....		19
4.1	INFORMATION FOR OFFERORS TO SUBMIT.....	19
4.2	MINORITY PARTICIPATON.....	19
4.3	LOTTERY VENDOR ATTESTATION CERTIFICATION.....	20
PART 5 <u>AWARD CRITERIA</u>.....		21
5.1	AWARD BY LOT.....	21
5.2	CALCULATING THE LOW BID.....	21
5.3	COMPETITION FROM PUBLIC ENTITIES.....	21
5.4	UNIT PRICE GOVERNS.....	21
PART 6 <u>TERMS AND CONDITIONS – A. GENERAL</u>.....		23
7.1	ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE.....	23
7.2	BANKRUPTCY-GENERAL.....	23
7.3	CHOICE-OF-LAW.....	23
7.4	CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.....	23
7.5	DISPUTES.....	24
7.6	EQUAL OPPORTUNITY.....	24
7.7	FALSE CLAIMS.....	24
7.8	FIXED PRICING REQUIRED.....	24
7.9	NO INDEMNITY OR DEFENSE.....	24
7.10	NOTICE.....	24
7.11	OPEN TRADE.....	24
7.12	PAYMENT AND INTEREST.....	24
7.13	PUBLICITY.....	25
7.14	PURCHASE ORDERS.....	25
7.15	SURVIVAL OF OBLIGATIONS.....	25
7.16	TAXES.....	25
7.17	TERMINATION DUE TO UNAVAILABILITY OF FUNDS.....	25
7.18	THIRD PARTY BENEFICIARY.....	25
7.19	WAIVER.....	25
PART 6 <u>TERMS AND CONDITIONS – B. SPECIAL</u>.....		25
6.20	CHANGES.....	25
6.21	COMPLIANCE WITH LAWS.....	25
6.22	CONTRACTOR PERSONNEL.....	25
6.23	CONTRACTOR'S OBLIGATION - GENERAL.....	25
6.24	CONTRACT INTERPRETATION.....	25
6.25	DEFAULT.....	26
6.26	ILLEGAL IMMIGRATION.....	26
6.27	INDEMNIFICATION – THIRD PARTY CLAIMS-GENERAL.....	27
6.28	LICENSES AND PERMITS.....	27

6.29	OWNERSHIP OF DATA AND MATERIALS.....	27
6.30	PRICE ADJUSTMENTS.....	27
6.31	RELATIONSHIP OF THE PARTIES.....	27
6.32	TERM OF CONTRACT.....	27
PART 7	<u>BIDDING SCHEDULE</u>	28
LOT 1—ITEM 1	.....	29
LOT 1—ITEM 2	.....	30
LOT 1—ITEM 3	.....	31
LOT 1—ITEM 4	.....	32
TOTAL EXTENDED PRICES FOR LOT 1—ITEMS 1 THROUGH 4	.....	33
PART 8	<u>ATTACHMENTS TO SOLICITATION</u>	34
ATTACHMENT 1- SOLICITATION TIMELINE	.....	35
ATTACHMENT 2- BID PRICING SPREADSHEET	.....	36
ATTACHMENT 3- SCEL ARTWORK/IMAGES/LOGOS	.....	37
ATTACHMENT 4- RESIDENT VENDOR PREFERENCE—ADDITIONAL INFORMATION	.....	38
ATTACHMENT 5- IMPORTANT TAX NOTICE—NONRESIDENTS ONLY	.....	39
ATTACHMENT 6- OFFEROR’S CHECKLIST	.....	41

INSTRUCTIONS TO OFFERORS--A. GENERAL INSTRUCTIONS

1.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS: 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 the 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," 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) means any person who provides or proposes to provide goods or services to the South Carolina Education Lottery Commission pursuant to a procurement contract. [59-150-20(9)]

Offer means the proposal submitted in response to this solicitation. The term Proposal is used interchangeably with the term Offer.

Offeror means the single legal entity submitting the offer. See the clause entitled "Signing Your Offer."

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

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

State means the Using Governmental Unit identified on the Cover Page.

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

Using Governmental Unit means the unit 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.

1.2 AMENDMENTS TO SOLICITATION: (a) The solicitation may be amended at any time prior to opening. All amendments to this solicitation shall be in writing from the State. The State shall not be legally bound by any amendment which is not in writing. 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 acknowledging receipt in the Offeror's Executive Summary, (4) by letter, or (5) by submitting a proposal that indicates in some way that the Offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified by the amendment(s) remain unchanged.

1.3 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.

1.4 AWARD NOTIFICATION: 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. 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.

1.5 BID AS OFFER TO CONTRACT: By submitting Your BID, You are offering to enter into a contract with the Using Governmental Unit. 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.

1.6 BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. Otherwise, Your Offer remains valid until final award.

1.7 BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars.

1.8 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 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 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.

1.9 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(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;

(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; and

(D) Are not currently excluded from participation in any federal health care programs.

(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, or his designee, 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), Offeror 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, or his designee, 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, or his designee, may terminate the contract resulting from this solicitation for default without cost to the South Carolina Education Lottery Commission or the State and the Contractor will be charged for the cost of replacement goods and services.

1.10 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> The South Carolina Code of Laws, Section 59-150-10, S.C. Education Lottery Act is available at: <http://www.scstatehouse.gov/code/t59c150.php> The South Carolina Regulations, 44-10, S.C. Lottery Commission, are available at: <http://www.scstatehouse.gov/coderegs/Ch%2044.pdf>

1.11 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE: By submitting a BID, the Offeror is certifying that it has no conflicts of interest or unfair competitive advantage as provided by applicable statutes, regulations, and interpretive authorities.

1.12 DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R. 19-445.2070(G)]

1.13 DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

1.14 DUTY TO INSPECT AND INQUIRE: By submitting an Offer, the Offeror represents that he has read and understands the Solicitation and that the Offer is made in compliance with the Solicitation and will be implemented on time and performed satisfactorily over the entire term of the contract. 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 in accordance with clause 1.20 below. 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, or assumption it makes concerning the Solicitation, which Offeror does not bring to the State's attention pursuant to clause 1.20 below. By submission of a proposal, Offeror also certifies that its Offer has been reviewed by the appropriate individuals within the Offeror's organization and that the goods and services herein, if an award is made to that Offeror, can and will be provided on time and for the compensation proposed, subject to any negotiations that may affect the amount of compensation.

1.15 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 of a 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.

1.16 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.

1.17 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.

1.18 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 South Carolina Education Lottery 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 South Carolina Education Lottery during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165]

1.19 PUBLIC OPENING (JAN 2004): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

1.20 QUESTIONS FROM OFFERORS: (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, specifications, etc. (see clause 1.14 above "Duty to Inspect and Inquire"), must request it in writing. Oral explanations or instructions will not be binding. 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. We will not identify you in our response 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. Offerors should advise the Procurement Officer of any problems they perceive as a result of reviewing this solicitation document, which may bear upon their ability to comply, or submit any other questions, which might ultimately bear upon the State's ability to enter into the relationship described herein with a selected vendor.

1.21 REJECTION/CANCELLATION (JAN 2004): The State may cancel this Solicitation in whole or in part and may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065]

1.22 RESPONSIVENESS/IMPROPER OFFERS:

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

(b) Responsiveness. Any proposal deemed unacceptable pursuant to S.C. Regulation 19-445.2095 (I)(1)(c) and (J) will be rejected, such determinations to be discretionary and not disturbed unless arbitrary and capricious. The South Carolina Education Lottery may elect to conduct discussions, including the possibility of proposal revisions, but only for those proposals determined to be either acceptable or potentially acceptable pursuant to S.C. Regulation 19-445.2095 (I)(1)(a) and (b). Any such discussions shall be conducted in accordance with S.C. Regulation 19-445.2095 (I)(2), (3), and (4).

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

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

1.23 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 venture 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.

1.24 STATE OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the South Carolina Education Lottery office 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 the proposal opening. If

state offices are closed at the time a 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>

1.25 SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

1.26 SUBMITTING A PAPER OFFER OR MODIFICATION: Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the "Important Information for All Offerors" on page 3 of the solicitation titled "Number of Copies." 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. [02-2A130-2]

1.27 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.

1.28 WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. A proposal may be withdrawn in person by an Offeror 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 proposal. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

PART 1

INSTRUCTIONS TO OFFERORS--B. SPECIAL INSTRUCTIONS

1.29 BIDDING INSTRUCTIONS: Offerors must submit one (1) hard copy of the Offer which must be in a sealed envelope and delivered via mail or by hand. **EMAILED OFFERS NOT ACCEPTED FOR THIS SOLICITATION [Invitations For Bids (IFB)].**

Bid Packages must contain pricing and one (1) actual/physical stock sample for each of the requested items. Imprints with sample/or actual logos are not required at this time. If the lowest priced Bidder does not provide samples or if the samples provided are not approved, the next lowest priced Bidder will be considered. Physical samples are required to allow staff to confirm the quality of the items being offered. **Bid packages and all samples must be clearly labeled with the vendor's information including the Offeror's name, company name, and solicitation number. Bid packages or samples that are not labeled with this information will be found non-responsive.**

1.30 CONTENTS OF OFFER (FEB 2015): (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) The contents of your offer should be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you should include this information as a separate appendix to your Offer. Offers which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

1.31 OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within each lot will be reason for rejection.

1.32 OPENING BIDS/PROPOSALS – INFORMATION NOT DIVULGED (FEB 2015): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

In competitive sealed proposals, neither the number, nor the identity of Offerors or prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)]

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

1.34 PREFERENCES - SC/US END-PRODUCT: 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]

1.35 PREFERENCES - RESIDENT VENDOR PREFERENCE: 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]

1.36 RELEASE OF CLAIMS: With the submission of a proposal, each Offeror agrees that it will not bring any claim or have any cause of action against the State based on any misunderstanding, failure by the State to properly convey the information, or failure by the State to provide the Offeror with pertinent information as intended by the RFP. Additionally, the Offeror, its officers, agents, or representatives waive and release the State and each and any entity, person, or other source providing any information concerning the Offeror, of any and all claims of any sort or variety whether in tort, contract or otherwise, whether known or unknown, regarding the Offeror's or subcontractor's past performance, products, services, personnel, reputation or its Subcontractors or any other information sought or obtained by the State, whether or not the information is relied on by the State. The Offeror agrees that it will assert no claims for proposal preparation costs arising from a protest, action or claim arising from the solicitation or award.

1.37 SAMPLES ***VERY IMPORTANT*******

SAMPLES ARE REQUIRED TO BE SUBMITTED BY EVERY BIDDER. Imprints are not requested, nor required to be on the samples. Free samples are required for testing and/or evaluation. Failure to provide a sample will result in rejection of your offer. Samples must be sent to the Procurement Officer and Physical/Mailing Address located on the Cover Page. Bid packages and all samples must be labeled clearly with the Offeror's name,

Company's name, and the Solicitation name and number. ALL samples should be labeled with a part/or item number and item description. The Procurement Officer must receive your samples within the requested time. **If your samples are coming directly from the manufacturer it will be YOUR responsibility to make sure that they also follow these same instructions. FAILURE FOR THEM TO DO THIS MAY DEEM YOUR SUBMISSION NON-RESPONSIVE.**

Send Bid Package AND Samples To:

SC Education Lottery
Attention: Sr. Procurement—Petrina F. Marsh
FY19 Promotional Items for Retailer Appreciation Events
Solicitation #08152018RCAEPIIFB
1333 Main Street, Suite 400
Columbia, SC 29201

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

Items:	Description:	Sample Requested:
Items 1 & 2	Clear Game Tote with Black or Blue Handles	1 Actual Sample (w/Black or Royal Blue Handles)
	Clear Game Tote with Black or Blue Handles	1 Virtual Sample (in Handle color not provided above)
Items 3 & 4	Deep Red, Short-Sleeve T-Shirts, 100% Cotton	1 Actual Sample in Deep Red, Size XL; AND 1 Actual Sample in Deep Red, Size 2XL

1.38 SUBMISSION OF QUESTIONS: Any questions, comments, requests for information or clarifications regarding the RFP must be submitted in writing **no later than August 27, 2018 at 1:00 PM (EST)**. Do NOT wait to assert deviations, exceptions, etc. to anything in this IFB until (or in) the submission of your bid. Anything that any Offeror would like to modify, seek clarifications on, or any other deviation, however modest, MUST be presented during the question and answer phase, considered and determined by the State before the submission date for all proposals, so that all prospective Offerors will have a common and uniform basis upon which to submit its proposals. Any written questions, requests for information or request for clarifications received will be responded to in the form of a written amendment to the IFB and e-mailed to all prospective Offerors. The amendment will also be posted at the following web address: <http://www.sceducationlottery.com/lottery/procurement.aspx>. All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific IFB section and paragraph number(s) to which the question refers. All questions, comments, requests for information or clarifications regarding this IFB should include the identity of the sender, firm name, mailing address, telephone number, and e-mail address. Offerors should submit questions via Email to Petrina.Marsh@sclot.com with "Questions: FY19 Promotional Items for Retailer Appreciation Events" as the subject of the email. Submit questions in an easily copied format such as MS Word. Please do not insert your questions into tables.

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

1.40 UNSUCCESSFUL OFFERORS: Offerors not awarded a contract under this solicitation may request return of their bids/samples within thirty (30) calendar days after the notice of intent to award becomes the final statement of award. All cost of returns will be paid by the Offeror. Thirty (30) calendar days after the notice of intent to award becomes the final statement of award all materials submitted by firms not awarded a contract may be destroyed.

PART 2

SCOPE OF WORK/SPECIFICATIONS

SCEL is a Public Commission and Instrumentality of the State of South Carolina (the State) and operates as an Enterprise Entity. The Lottery's sole purpose is to provide funding to enhance education in South Carolina while operating in a socially responsible manner. SCEL has achieved successful results with overall transfers of more than \$5 billion since inception and sales of \$1.7 billion in Fiscal Year 2018. The Lottery places great emphasis on efficiency while maintaining integrity among its employees, players, retailers and vendors.

SCEL's success requires a loyal, diverse and well-trained retailer network that operates at the highest level of ethical standards while working in a highly efficient and effective manner. The Lottery's Sales and Retailer Relations Department conducts statewide Retailer Appreciation Events, or "Retailer Rallies," every other year, as a way to provide Retailers with effective marketing strategies and sales techniques necessary to achieve and sustain the Lottery's mission. SCEL recognizes that a highly motivated and productive Retailer network requires a supportive work environment with the necessary resources to accomplish these goals. To reward Retailers for their continual efforts in providing lottery players with outstanding and effective customer service, the Lottery seeks to procure the following promotional items:

1. Clear Game Tote Bag with Black Handles and Black Imprint of SCEL Logo (QTY: 2,002);
2. Clear Game Tote Bag with Royal Blue Handles and Royal Blue Imprint of SCEL Logo (QTY: 2,002);
3. Deep Red Short-Sleeve T-Shirt, 100% Cotton, Hanes Style #5250/or similar, Multi-Color Imprints, Size XL (QTY: 1,502);
4. Deep Red, Short-Sleeve T-Shirt, 100% Cotton, Hanes Style #5250/or similar, Multi-Color Imprints, Size 2XL (QTY: 1,502).

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

DELIVERY DATE - SPECIFIED (MODIFIED):

Delivery shall be made no later than by **11 a.m. local time on Friday, October 12, 2018**. Contractor may request approval to delivery items prior to the delivery date. Delivery shall be a single and full delivery of 100 percent of the order.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED)

SCEL requests the Successful Bidder to provide one (1) actual, pre-production proof for each of the four (4) items requested prior to the start of actual production. The Successful Bidder must also provide one (1) actual, final production sample for each of the required four (4) requested items. Actual pre-production proofs and final production samples must include actual logos as required in the Bidding Schedule.

After award, all deliveries shall be made to the addresses below, unless otherwise specified. **All items must be received, approved, and shipped to the following addresses by the required delivery date.**

One (1) Actual Pre-Production Proof and One (1) Final Production Sample of Each Promo Item:

South Carolina Education Lottery
Attention Sales Department: Susan King
1333 Main Street, Suite 400
Columbia, SC 29201

Final Shipment of Promotional Items:

South Carolina Education Lottery
% Scientific Games International
Attention: Anitra Jennings; 803-513-5425
120 North Point Court
Blythewood, SC 29016

PACKAGING

For inventory purposes, all boxes going to Blythewood should contain the same number of items, color, and size. Multiple colors and/or sizes in the same box are NOT acceptable. Boxes should NOT weigh more than 40 lbs. each. If your bid is for another packaging configuration, please provide: 1) the number of items per box (must be the same for all but one (1) partial box); 2) the approximate weight of a box; and 3) the number of boxes to be delivered.

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

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

QUALITY -- NEW (JAN 2006):

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

PART 3

QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

If requested by the procurement officer, submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

PART 4

INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL

OFFERORS MUST SUBMIT THE FOLLOWING IN THEIR BID PACKAGE

Cover Pages 1 and 2: Complete all information as requested; including “Acknowledgement of Amendments”; **Samples and Bid Copies** as required on pg. 3. Also, see “Samples” clause on pgs. 14-15;

Part 1: Follow Bidding Instructions on pg. 13;

Part 4: Information for Offerors to Submit on pgs. 19-20;

Part 7: Complete Bidding Schedule-pgs. 29-32; and Bidding Schedule--Total Extended Prices on pg. 33

Part 8: Submit Attachments as Required:

- **Attachment 2:** Bid Pricing Spreadsheet, pg. 36;
- **Attachment 4:** Resident Vendor Preference—Additional Information re Claiming Preferences on pg. 38;
- **Attachment 5:** Non-Resident Taxpayer Registration Affidavit- if applicable- on pg. 40.

Your offer should include this and all other information and documents as requested in this solicitation.

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-3]

LOTTERY VENDORS (SCEL)

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

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

Provider’s Signature

Date

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

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

PART 5

AWARD CRITERIA

Award will be made to the lowest priced Bidder whose offer is determined to be the most responsive and responsible to the State. The lowest bidder is determined as the most responsive and responsible Vendor that provides the lowest total bid price after applicable preferences have been calculated and is able to meet the the delivery schedule as required.

AWARD BY LOT

Award will be made to ONE Offeror. Each Offeror must make an offer on all four (4) promotional items within the one (1) lot. Failure to make an offer for all four items within the one (1) lot will make your offer non-responsive.

CALCULATING THE LOW BID

The total sum of all four (4) items for Lot 1 will determine the lowest bidder.

This information explains how to develop your bid for Lot 1. Attached to this solicitation is a spreadsheet entitled "Attachment 2: BID PRICING SPREADSHEET." Please note the methodology in determining the lowest bid is described below to give the offeror a better understanding of how it works.

1. Enter the vendor name.
2. Enter the Unit Price for each item in the lot. Then enter the Extended Price by multiplying the unit price for each item and the total quantity in each lot.
3. Calculate the total of all Extended Prices and place that value in the block entitled. "Total." Enter that amount as your bid for that lot.

If the low bidder's numbers do not match (meaning the unit prices for each line item multiplied by the quantity do not equal the Extended Prices, or the total of the Extended Prices do not equal the Total Extended Price for Lot #1, or the Total Extended Price for Lot #1 does not equal the final bid placed their bid for that lot will be invalid and we will begin with the next lowest bid. Failure to provide pricing information on the spreadsheet for all four items within Lot 1, will cause your offer to be rejected for the missing item(s). For example, if Offeror A intended to bid on all four items within Lot 1, but only provides pricing data for Items 1 through 3, their bid for Lot 1 will not be accepted even if it is the lowest bid.

[06-6050-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

UNIT PRICE GOVERNS (JAN 2006)

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

PART 6

TERMS AND CONDITIONS -- A. GENERAL

6.1 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 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 (30) days after Contractor (not the assignee) has provided the 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.

6.2 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 State. 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.

6.3 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 this solicitation.

6.4 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 complementary. 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 the State. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

6.5 DISPUTES: In submitting a proposal with an actual or potential value of up to fifty thousand dollars, the Offeror understands that that there is no right to protest this solicitation or the resulting award. [Section 11-35-4210(1)(d)].

6.6 EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 PAYMENT and 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.

6.13 PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or includes the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

6.14 PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the SCEL. Purchase orders may be used to elect options available under this contract, e.g., quantity, 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.

6.15 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, Indemnification - Intellectual Property, Contract Documents and Order of Precedence, HIPPA Compliance/Confidentiality and any provisions regarding warranty or audit.

6.16 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 the 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 the Contractor's net income or assets shall be the sole responsibility of the Contractor.

6.17 TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

6.18 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.

6.19 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.

PART 6

TERMS AND CONDITIONS -- B. SPECIAL

6.20 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. 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.

6.21 COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

6.22 CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

6.23 CONTRACTOR'S OBLIGATION - GENERAL (JAN 2006): The Contractor shall provide and pay for all materials, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The Contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

6.24 CONTRACT INTERPRETATION: In the event there are any disagreements between the parties with regards to the application of this contract or the requirements of the SCEL arising from any interpretation of the Request for Proposal, this contract, or otherwise, Contractor agrees to defer to the reasonable interpretations of the SCEL as from time to time may be made by the SCEL. This provision applies to all matters including those arising from disputes concerning whether Contractor is required to provide some service or item including scope of work issues and whether particular items or services were included in the scope of work agreed to by the parties in this contract or otherwise. In summary, if both parties have a reasonable interpretation regarding application of the contract, Contractor agrees to defer to the SCEL's interpretation.

6.25 DEFAULT (JAN 2006): (a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

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

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

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

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

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

6.26 ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to

Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

6.27 INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of Contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

6.28 LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

6.29 OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State.

6.30 PRICE ADJUSTMENTS: Price(s) submitted shall be fixed for the term of the Contract and may not be modified absent Change Order or Contract Modification approved as provided by law.

6.31 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.

6.32 TERM OF CONTRACT – EFFECTIVE DATE/INITIAL PERIOD (MODIFIED)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. Any resulting contract will begin on the date specified in the notice of award.

PART 7

BIDDING SCHEDULE

BIDDING SCHEDULE (NOV 2007)

Complete Bidding Schedule and Bid Pricing Spreadsheet (Attachment 2) MUST be turned in as part of your Bid Package.

PRICING MUST BE SUBMITTED FOR EACH OF THE FOUR (4) ITEMS IN LOT 1 AS SPECIFIED BELOW. Pricing for ALL items must include set-up, proof, and shipping. Do not include tax. Overruns/Underruns: For promotional items, the State will only pay for the number of items requested. SCEL will NOT pay an overage above the number of items requested in the solicitation.

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

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

Bidding Schedule For **Lot 1, Promotional Items One (1) Through Four (4)**, Is Located on the Following Pages.

The Pricing Information And All Other Required Information In This Section Must Be Completed And Submitted With The Bid Pricing Spreadsheet (See Attachment 2) And Is Considered Part Of Your Bid Package.

LOT 1--Item 1: CLEAR GAME TOTE WITH BLACK HANDLES AND BLACK IMPRINT WITH SCEL LOGO



LOT 1	Quantity	Unit of Measure	Unit Price	Extended Price
ITEM 1	2,002	each	\$ _____	\$ _____

Product Catg.: 57853 - Lottery Equipment and Supplies

Item Description: Clear Game Tote with Black Trim and Black Shoulder Strap/Handles with Black Imprint of SCEL Logo. This item is made with a clear, vinyl construction featuring matching colored trim and handles. **Suggested product:** 4Imprint item #136993) or a similar product as deemed acceptable by SCEL—and is available on the following link: <https://www.4imprint.com/product/136993/Clear-Game-Tote>

Total Quantity: 2,002. **Approximate Size:** 12" x 12" x 6" with dual handles approximately 18". **Material:** PVC vinyl-- clear vinyl construction complies with NFL regulations. **Color of Tote:** Clear. **Color of Trim and Handles:** Black. Product MUST NOT indicate country of origin on the outside of tote.

Imprint: One-color (Black) imprint of SCEL Logo (must match Black Trim and Black Tote Handles). **Imprint Location:** On the front, center. **Allowed Imprint Area:** 4.5"H x 3.3125"W. **NOTE: SCEL's rectangular logo must NOT be stretched to fit the proportion of the allowed imprint area.**

Suggested Packaging: Bundled in groups of 100, approximate weight 29 lbs.; 1 bundle (100 totes) per box. 30 boxes (2,000 totes) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office. If your bid is for another packaging configuration, please provide: 1) the number of items per box (must be the same for all but one (1) partial box); 2) the approximate weight of a box; and 3) the number of boxes to be delivered. As long as the boxes do NOT weigh more than 40 lbs. each, other packaging options will be accepted. The majority of boxes should contain the same number of items for inventory purposes.

Requested Packaging

Wt./box: _____; Items/box: _____; #full boxes: _____; #Partial: _____

OR

Alternate Packaging

Wt./box: _____; Items/box: _____; #full boxes: _____; #Partial: _____

Preference Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See SC Procurement Code (§11-35-1524(C)(1)(i)&(ii) and Part 2B of this solicitation for more information.	Mandatory	No	____ Yes ____ No
Select SC End-Product Preference if product is made, manufactured or grown in SC. Select "No", if not claiming a preference. SC End-Product Pref. §11-35-1524(B)(2).	Mandatory	No	____ Yes ____ No
Select US End-Product Preference if product is made, manufactured or grown in the US. Select "No", if not claiming a preference. US End-Product Pref. §11-35-1524(B)(1).	Mandatory	No	____ Yes ____ No

Can you meet SCEL's Deadline for Full Delivery no later than 11AM EST on Friday, October 12, 2018? ____ YES ____ NO

Product Information with Brand and Style/Item Number must be provided on line below.

LOT 1--Item 2: CLEAR GAME TOTE WITH ROYAL BLUE HANDLES & ROYAL BLUE IMPRINT WITH SCEL LOGO



LOT 1	Quantity	Unit of Measure	Unit Price	Extended Price
ITEM 2	2,002	each	\$ _____	\$ _____

Product Catg.: 57853 - Lottery Equipment and Supplies

Item Description: Clear Game Tote with Royal Blue Trim and Royal Blue Shoulder Strap/Handles with Royal Blue Imprint of SCEL Logo. This item is made with a clear, vinyl construction featuring matching colored trim and handles. **Suggested product:** 4Imprint item #136993) or a similar product as deemed acceptable by SCEL—and is available on the following link: <https://www.4imprint.com/product/136993/Clear-Game-Tote>

Total Quantity: 2,002. **Approximate Size:** 12" x 12" x 6" with dual handles approximately 18". **Material:** PVC vinyl-- clear vinyl construction complies with NFL regulations. **Color of Tote:** Clear. **Color of Trim and Handles:** Royal Blue. Product MUST NOT indicate country of origin on the outside of tote.

Imprint: One-color (Royal Blue) imprint of SCEL Logo (must match Royal Blue Trim and Royal Blue Tote Handles). **Imprint Location:** On the front, center. **Allowed Imprint Area:** 4.5"H x 3.3125"W. **NOTE: SCEL's rectangular logo must NOT be stretched to fit the proportion of the allowed imprint area.**

Suggested Packaging: Bundled in groups of 100, approximate weight 29 lbs.; 1 bundle (100 totes) per box. 30 boxes (2,000 totes) delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office. If your bid is for another packaging configuration, please provide: 1) the number of items per box (must be the same for all but one (1) partial box); 2) the approximate weight of a box; and 3) the number of boxes to be delivered. As long as the boxes do NOT weigh more than 40 lbs. each, other packaging options will be accepted. The majority of boxes should contain the same number of items for inventory purposes.

Requested Packaging

Wt./box: _____; Items/box: _____; #full boxes: _____; #Partial: _____

OR

Alternate Packaging

Wt./box: _____; Items/box: _____; #full boxes: _____; #Partial: _____

Preference Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See SC Procurement Code (§11-35-1524(C)(1)(i)&(ii) and Part 2B of this solicitation for more information.	Mandatory	No	____ Yes ____ No
Select SC End-Product Preference if product is made, manufactured or grown in SC. Select "No", if not claiming a preference. SC End-Product Pref. §11-35-1524(B)(2).	Mandatory	No	____ Yes ____ No
Select US End-Product Preference if product is made, manufactured or grown in the US. Select "No", if not claiming a preference. US End-Product Pref. §11-35-1524(B)(1).	Mandatory	No	____ Yes ____ No

Can you meet SCEL's Deadline for Full Delivery no later than 11AM EST on Friday, October 12, 2018? ____ YES ____ NO

Product Information with Brand and Style/Item Number must be provided on line below.

LOT 1--Item 3: DEEP RED,SHORT-SLEEVE TEE-SHIRT-- SIZE XL WITH MULTI-COLOR IMPRINTS



LOT 1	Quantity/ Size	Unit of Measure	Unit Price	Extended Price
ITEM 3	1,502/XL	each	\$ _____	\$ _____

Product Catg.: 57853 - Lottery Equipment and Supplies

Item Description: Deep Red, Short-Sleeve, 100% Cotton T-Shirt. **Size:** XL. Must be Hanes TAGLESS® T-Shirt (Style H5250) or a similar brand/weight/material as deemed acceptable by SCEL (and weigh at least 6 oz.). **Material:** 100% Cotton, 6.1 oz. **Color:** Deep Red. **Total Quantity:** 1,502.

Imprint—Multi-Color/Multi-Locations:

Imprint Location 1: Front Left Chest. **Imprint Color:** 2-color silk screened imprint (white and black) with 2018 Red Carpet Retailer Rally Logo and SCEL logo (See Images on Attachment 3). **Imprint Size:** 3.75"wx1"h.

Imprint Location 2: Back Center of T-Shirt as Shown in Attachment 3. **Imprint Color:** 1-color silk screened imprint (white) with LOTTERY RETAILERS ROCK! (See Image on Attachment 3). **Imprint Size:** As shown in Attachment 3.

NOTE: Artwork must NOT be stretched to fit the proportion of the allowed imprint area.

Suggested Packaging: Bundled in groups of 15; 5 dozen (75) shirts per box; 20 boxes of 75 (1,500) Red, Short-Sleeve, T-shirts, Size XL, approx. wt. 37 lbs./box, delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office. If your bid is for another packaging configuration, please provide: 1) the number of items per box (must be the same for all but one (1) partial box); 2) the approximate weight of a box; and 3) the number of boxes to be delivered. As long as the boxes do NOT weigh more than 40 lbs. each, other packaging options will be accepted. The majority of boxes should contain the same number of items for inventory purposes.

Requested Packaging

Wt./box: _____; Items/box: _____; #full boxes: _____; #Partial: _____

OR

Alternate Packaging

Wt./box: _____; Items/box: _____; #full boxes: _____; #Partial: _____

Preference Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See SC Procurement Code (§11-35-1524(C)(1)(i)&(ii) and Part 2B of this solicitation for more information.	Mandatory	No	____ Yes ____ No
Select SC End-Product Preference if product is made, manufactured or grown in SC. Select "No", if not claiming a preference. SC End-Product Pref. §11-35-1524(B)(2).	Mandatory	No	____ Yes ____ No
Select US End-Product Preference if product is made, manufactured or grown in the US. Select "No", if not claiming a preference. US End-Product Pref. §11-35-1524(B)(1).	Mandatory	No	____ Yes ____ No

Can you meet SCEL's Deadline for Full Delivery no later than 11AM EST on Friday, October 12, 2018? ____ YES ____ NO

Product Information with Brand and Style/Item Number must be provided on line below.

LOT 1--Item 4: DEEP RED, SHORT-SLEEVE TEE-SHIRT-- SIZE 2XL WITH MULTI-COLOR IMPRINTS



LOT 1	Quantity/Size	Unit of Measure	Unit Price	Extended Price
ITEM 4	1,502/2XL	each	\$ _____	\$ _____

Product Catg.: 57853 - Lottery Equipment and Supplies

Item Description: Deep Red, Short-Sleeve, 100% Cotton T-Shirt. **Size:** 2XL. Must be Hanes TAGLESS® T-Shirt (Style H5250) or a similar brand/weight/material as deemed acceptable by SCEL (and weigh at least 6 oz.). **Material:** 100% Cotton, 6.1 oz. **Color:** Deep Red. **Total Quantity:** 1,502.

Imprint—Multi-Color/Multi-Locations:

Imprint Location 1: Front Left Chest. **Imprint Color:** 2-color silk screened imprint (white and black) with 2018 Red Carpet Retailer Rally Logo and SCEL logo (See Images on Attachment 3). **Imprint Size:** 3.75"wx1"h.

Imprint Location 2: Back Center of T-Shirt as Shown in Attachment 3. **Imprint Color:** 1-color silk screened imprint (white) with LOTTERY RETAILERS ROCK! (See Image on Attachment 3). **Imprint Size:** As shown in Attachment 3.

NOTE: Artwork must NOT be stretched to fit the proportion of the allowed imprint area.

Suggested Packaging: Bundled in groups of 10; 5 bundles (50) shirts per box; 30 boxes of 50 (1,500) Red, Short-Sleeve, T-shirts, Size 2XL, approx. wt. 37 lbs./box, delivered to Blythewood, SC, plus one (1) actual pre-production proof and one (1) actual final production sample delivered to the Columbia Office. If your bid is for another packaging configuration, please provide: 1) the number of items per box (must be the same for all but one (1) partial box); 2) the approximate weight of a box; and 3) the number of boxes to be delivered. As long as the boxes do NOT weigh more than 40 lbs. each, other packaging options will be accepted. The majority of boxes should contain the same number of items for inventory purposes.

Requested Packaging

Wt./box: _____; Items/box: _____; #full boxes: _____; #Partial: _____

OR

Alternate Packaging

Wt./box: _____; Items/box: _____; #full boxes: _____; #Partial: _____

Preference Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See SC Procurement Code (§11-35-1524(C)(1)(i)&(ii) and Part 2B of this solicitation for more information.	Mandatory	No	____ Yes ____ No
Select SC End-Product Preference if product is made, manufactured or grown in SC. Select "No", if not claiming a preference. SC End-Product Pref. §11-35-1524(B)(2).	Mandatory	No	____ Yes ____ No
Select US End-Product Preference if product is made, manufactured or grown in the US. Select "No", if not claiming a preference. US End-Product Pref. §11-35-1524(B)(1).	Mandatory	No	____ Yes ____ No

Can you meet SCEL's Deadline for Full Delivery no later than 11AM EST on Friday, October 12, 2018? ____ YES ____ NO

Product Information with Brand and Style/Item Number must be provided on line below.

BIDDING SCHEDULE—TOTAL EXTENDED PRICES

Item 1--Clear Game Tote with Black Handles and Black Imprint with SCEL Logo (QTY: 2,002)

TOTAL Extended Price: \$_____

Item 2-- Clear Game Tote with Royal Blue Handles and Royal Blue Imprint with SCEL Logo (QTY: 2,002)-

TOTAL Extended Price: \$_____

Item 3-- Deep Red, Short-Sleeve, 100% Cotton Tee-Shirt-- **Size XL**, With Multi-Color Imprints/Locations

(Qty: 1,502)-- TOTAL Extended Price: \$_____

Item 4-- Deep Red, Short-Sleeve, 100% Cotton Tee-Shirt-- **Size 2XL**, With Multi-Color Imprints/Locations

(Qty: 1,502)-- TOTAL Extended Price: \$_____

Total Sum of All Extended Prices for Items 1-4 Above:

\$_____

The BID PRICING SHEET provided in Attachment 2 MUST also be completed and submitted with the Bidding Schedule/and this Pricing information.

PART 8

ATTACHMENTS TO SOLICITATION

The following documents are attached to this solicitation:

Attachment 1— Solicitation Timeline

Attachment 2— Bid Pricing Spread Sheet

Attachment 3—SCEL Artwork/Images/Logos

Attachment 4— Resident Vendor Preference-- Additional Information

Attachment 5—Important Tax Notice – Nonresidents Only

Attachment 6--Offeror's Checklist

ATTACHMENT 1-- SOLICITATION TIMELINE

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

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

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

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

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

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

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

7) Vendors to Provide Required Samples: Samples are requested from all Vendors. The samples must be received by the deadline provided on the Cover Page. If the samples are not approved or are not received by the deadline, the Vendor will be deemed non-responsive. Each sample must be labeled with the vendor's information.

ATTACHMENT 2—BID PRICING SPREADSHEET

**SCEL FY19 PROMOTIONAL ITEMS FOR RETAILER APPRECIATION EVENTS
SCEL SOLICITATION #08202018PIRAEIFB**

NOTE: Numbers must match bidding schedule in Part 7.

South Carolina Education Lottery			Name of Vendor		
ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	Preferences: RVP / SC END / US END
1	Clear Game Tote With Black Handles And Black Imprint Of SCEL Logo	2,002		\$-	
2	Clear Game Tote With Royal Blue Handles And Royal Blue Imprint Of SCEL Logo	2,002		\$-	
3	Deep Red 100% Cotton T-Shirts, Size XL	1,502		\$-	
4	Deep Red 100% Cotton T-Shirts, Size 2XL	1,502		\$-	
	TOTAL			\$-	

ATTACHMENT 3— SCEL ARTWORK/IMAGES/LOGOS*

*Artwork for imprints on promotional items requested in this solicitation will be supplied to the Successful Bidder upon Award. The artwork/images/and logos below are for demonstrative purposes only.

SCEL LOGO



Items 1 and 2: SCEL Logo for Clear Game Totes; and

Items 3 and 4: Front of T-Shirt—Front Left Chest, Below Retailer Rally Logo

2018 RETAILER RALLY ARTWORK



Items 3 and 4: Artwork AND Imprint Locations for FRONT AND BACK OF T-SHIRT

ATTACHMENT 4--RESIDENT VENDOR PREFERENCE-- ADDITIONAL INFORMATION

If applicable, please claim the preference as specified herein in response to this Attachment.

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

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

In addition to the information as described above, the **address and phone number for your in-state office must be included**. 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)). "Office" means a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the offeror for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. The exact form of the certification may be determined by the offeror so long as it is clear that the offeror is certifying that it is a "resident of the State" as provided in 11-35-1524.

The Procurement Officer will only use the information submitted in response to the Bidding Schedule. The total sum of the pricing provided for all four (4) items in Lot 1 will be multiplied by 7%. As set forth above, qualifying Offerors will receive a reduction of seven % (7%) in their total bid price if they qualify for a Resident Vendor Preference. For purposes of determining the preference for this Solicitation, the Procurement Officer will calculate the preference as follows:

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

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

ATTACHMENT 5--IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
 REGISTRATION AFFIDAVIT
 INCOME TAX WITHHOLDING**

I-312
 (Rev. 6/26/01)
 3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____
4. Federal Identification Number: _____
5. _____ Hiring or Contracting with:
 Name: _____
 Address: _____
- _____ Receiving Rentals or Royalties From:
 Name: _____
 Address: _____
- _____ Beneficiary of Trusts and Estates:
 Name: _____
 Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
 The South Carolina Secretary of State or
 The South Carolina Department of Revenue
 Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____
 Date

If Corporate officer state title: _____

 (Name - Please Print)

ATTACHMENT 6--OFFEROR'S CHECKLIST

AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your offer.

If you fail to follow this checklist, you risk having your offer rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE OFFER TO MAKE SURE IT 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 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 OFFER 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 OFFER INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR OFFER INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! AS THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!

This checklist is included only as a reminder to help offerors avoid common mistakes.

Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.

You do not need to return this checklist with your response.