



State of South Carolina
Request for Proposal

Solicitation: 5142021-DIGITALJP
 Date Issued: 05/18/2021
 Procurement Officer: Petrina F. Marsh, CPPB
 Phone: 803.360.2703
 E-Mail Address: Petrina.Marsh@sclot.com
 Mailing Address: SC Education Lottery
 ATTN: Petrina F. Marsh
 PO Box 11949
 Columbia, SC 29211-1949

DESCRIPTION: **Digital Jackpot Displays and Related Services**

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

SUBMIT YOUR SEALED ELECTRONIC OFFER TO: Petrina.Marsh@sclot.com

SUBMIT YOUR SEALED OFFER IN THE FORM OF A PHYSICAL HARD COPY AND/OR USB(S) TO ONE OF THE FOLLOWING ADDRESSES:

PHYSICAL ADDRESS: SC Education Lottery Attn: Petrina F. Marsh, CPPB 1333 Main Street, Suite 400 Columbia, SC 29201	MAILING ADDRESS: SC Education Lottery ATTN: Petrina F. Marsh, CPPB PO Box 11949 Columbia, SC 29211-1949
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CONFERENCE TYPE: Not Applicable DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: Not Applicable
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SUBMIT OFFER BY (Opening Date/Time): **06/14/2021 11AM ET** (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **05/26/2021 11AM ET** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: SEE PAGE 3

AWARD & AMENDMENTS	SCEL intends to post Award on July 16, 2021. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: https://www.sceducationlottery.com/Lottery/Procurement
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) Tax-exempt corporate entity <input type="checkbox"/> Government entity (federal/state/local) <input type="checkbox"/> Other (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	DATE SIGNED

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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.

STATE OF INCORPORATION
(If offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.
(See "Taxpayer Identification Number" provision)

COVER PAGE

PAGE TWO

(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.) (See "Notice" clause) _____ Area Code - Number - Extension Facsimile _____ E-mail Address
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)

ACKNOWLEDGMENT OF AMENDMENTS Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments")							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, e (5)
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PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, e (5)
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PAGE TWO (SEP 2009)

End of PAGE TWO

IMPORTANT INFORMATION FOR ALL OFFERORS

Offerors will need to carefully **READ** and **FOLLOW** the **INSTRUCTIONS** provided **BELOW** when responding to this solicitation.

BIDDING INSTRUCTIONS

1. Offerors desiring to respond to this solicitation must submit their sealed offer to the address(es) listed on the Cover Page.
2. Each response must contain separate attachments of the Offeror's Technical Proposal AND Cost Proposal. Each proposal must be clearly identified and labeled accordingly. Offerors may be required to submit additional documents upon SCEL's request. Multiple attachments containing additional documents **MUST** be clearly labeled.
3. Offerors encountering problems should contact the Procurement Officer as soon as possible for immediate assistance.

NUMBER OF COPIES

1. Offerors should submit one (1) sealed physical hard copy of the Offeror's Technical Proposal AND Cost Proposal and mark "original"; and one (1) redacted version of the Offeror's Technical Proposal AND Cost Proposal marked "redacted" to either of the addresses listed on the Cover Page.
2. Offerors may also submit three (3) electronic copies of the Offeror's Technical Proposal AND Cost Proposal via USB and mark "copy"; or one (1) electronic copy of the Offeror's Technical Proposal AND Cost Proposal marked "copy" via the email address listed on the Cover Page.

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PART I. SCOPE OF SOLICITATION

1.1 ACQUIRE SERVICES & SUPPLIES/EQUIPMENT (MODIFIED)

It is the intent of the South Carolina Education Lottery (“SCEL” or “Lottery”) to solicit proposals from qualified Offerors and establish a contract(s) for new Digital Jackpot Displays and Related Services in accordance with the requirements stated herein.

1.2 MAXIMUM CONTRACT PERIOD – ESTIMATED (MODIFIED)

The Maximum Contract Period is **07/28/2021** through **07/27/2026**. Dates provided are estimates only. This is a **three (3) year contract with an option to renew for two (2) additional one-year periods** for a **maximum contract term not to exceed five (5) years**. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

1.3 PURPOSE

The South Carolina Education Lottery seeks multiple sources of supply for Digital Jackpot Displays and Related Services, to include equipment, labor, deployment, installation, on-site training, maintenance, repair, and replacement services, and a minimum three (3) year full warranty. The primary purpose of this RFP is to integrate innovative and emerging digital communication solutions with SCEL’s current marketing strategies and enhance public awareness of the SCEL brand. Signs will be deployed at Lottery retail locations throughout the State as directed by SCEL in an effort to attract new and potential players, and meet the ongoing and evolving expectations of existing players.

It is the Lottery’s intent to acquire 1,000 digital display signs from the responsible and responsive Offeror whose offer is deemed to best fulfill the initial minimum order requirements provided in Part III. It is also SCEL’s intent to acquire additional or optional digital signage displays in quantities that may be greater than or less than the initial minimum order of 1,000 signs from one or more Offerors whose offer(s) SCEL deems best to fulfill the minimum requirements provided in Part III and Section 3.3. The intent of this RFP is to encourage the greatest flexibility, creativity, and participation in the response process by allowing Offerors to propose a viable approach and implement a solution that best meets the needs of the State as outlined herein.

The Contractor shall apply industry best practices in a first-class manner and fully satisfy the requirements specified herein as directed by SCEL. The integrity of SCEL is essential. SCEL must maintain oversight control regarding all functions and be assured that all services performed ensure the greatest long-term benefit to the citizens of South Carolina. All responses to this RFP and the resulting Award(s) will be subject to the requirements of, and must comply with, the South Carolina Education Lottery Act (Act 59 of 2001, as amended), regardless of whether or not those requirements are specifically addressed in this RFP or in an Offeror’s response.

1.4 SCHEDULE OF KEY EVENTS

All dates subject to change.

1. Request for Proposal Issued	May 18, 2021
2. Deadline for Offerors to submit Questions (11:00 AM ET)	May 26, 2021
3. State’s Written Responses to Questions (tentative)	May 28, 2021
4. Submission and Opening of Proposals (11:00 AM ET)	June 14, 2021
5. Intent to Award Posting Date (tentative)	July 16, 2021
6. Award Final (tentative)	July 28, 2021

PART II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

2.0 DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED)

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

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

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

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

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

CONTRACT See Section 7.4 entitled Contract Documents & Order of Precedence.

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

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

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

LOTTERY, unless the context clearly conveys a different meaning, means lottery, "lotteries", "lottery game", or "lottery games" as defined in S.C. Code Ann. § 59-150-20(7), as the same may be amended from time to time.

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the South Carolina Education Lottery.

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.

2.1 AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following website for the issuance of Amendments: <https://www.sceducationlottery.com/Lottery/Procurement>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02- 2A005-1]

2.2 AUTHORIZED AGENT (FEB 2015)

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

2.3 AWARD NOTIFICATION (MAY 2019)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

2.4 BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

2.5 BID ACCEPTANCE PERIOD (JAN 2004)

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

2.6 BID IN ENGLISH AND DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars. [02- 2A025-1]

2.7 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.

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

(2) 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), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(3) 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

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

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

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

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

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

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

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

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

(2) 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.

(A) "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).

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

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

(5) 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.

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

2.9 CODE OF LAWS AVAILABLE (JAN 2006)

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

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

[02-2A040-2]

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

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the

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

2.11 DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

2.12 DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

2.13 DUTY TO INSPECT AND INQUIRE AND RELATED CERTIFICATIONS (MODIFIED)

(a) Offeror, by submitting a Proposal, represents and certifies that he/she has read and understands the Solicitation and that his/her Proposal is made in compliance with the Solicitation requirements. Offerors are expected to examine the Solicitation thoroughly, conduct appropriate pre-submission reviews of the circumstances, conditions, and requirements and should submit a question requesting an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation in accordance with **Questions from Offerors** in Section 2.19. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any assumption it makes concerning the Solicitation that Offeror does not bring to the State's attention pursuant to **Questions from Offerors** in Section 2.19. Information supplied by SCEL concerning its current operation is not binding on the State in any way and Offeror's reliance upon any such information is at its own risk and is without recourse. (b) By submission of a Proposal, Offeror also certifies that the Proposal has been reviewed by the appropriate individuals within the Offeror's organization, and, if an award is made to that Offeror, can and will be provided on time and for the cost proposed, subject to any negotiations that may affect the amount of cost. (c) Any and all requested changes, modifications, etc. to **Terms and Conditions** in Part VII of this solicitation must be addressed during the Question and Answer Period. Taking exception to the terms and conditions in Part VII and not making it clear in Your the Proposal will comply with the terms and conditions as written in the submitted Proposal, may render Your Proposal not "reasonably susceptible of being selected for award" and it could still be rejected in the Procurement Officer's sole judgment. Follow-up questions are allowed and encouraged. (d) Appendices (Additional information to Offerors relating to SCEL's operations) are intended as background and does not constitute specific requirements for this solicitation.

2.14 ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate title 8, chapter 13 of the South Carolina code of laws, as amended (ethics act). The following statutes require special attention: section 8-13-700, regarding use of official position for financial gain; section 8-13-705, regarding gifts to influence action of public official; section 8-13-720, regarding offering money for advice or assistance of public official; sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; section 8-13-775, prohibiting public official with economic interests from acting on contracts; section 8-13-790, regarding recovery of kickbacks; section 8-13-1150, regarding statements to be filed by consultants; and section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the

evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2a075-2]

2.15 OMIT TAXES FROM PRICE (JAN 2004)

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

2.16 OPEN TRADE REPRESENTATION (JUN 2015)

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

2.17 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.

During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

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

2.18 PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

2.19 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. [02-2A090-1]

2.20 QUESTIONS FROM OFFERORS (MODIFIED)

(a) Any prospective Offeror desiring an explanation or interpretation of the Solicitation, its requirements, specifications, etc, must make the request in writing (see **Duty to Inspect and Inquire and Related Certifications**, Section 2.13). Email is the preferred method for submitting questions to the Procurement Officer. Questions must be submitted in writing and should be sent in an easily copied format such as MS Word. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning the 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. When responding to any questions, via an Amendment, **the identity of the entity asking the question may be included**

in the response to the question.

The State seeks to permit the 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, which unnecessarily or inappropriately limits full and open competition. Offerors should not wait until the deadline for questions listed in the Schedule of Key Events.

Submit all questions to:

Procurement Manager, Petrina Marsh, CPPB via e-mail: Petrina.Marsh@slot.com, by 5/26/2021 at 11:00 AM (EST)
Subject line: Solicitation#: 5142021-DigitalJP - Description: Digital Jackpot Displays

2.21 REJECTION/CANCELLATION (JAN 2004)

This solicitation does not commit the State of South Carolina to award a contract, to pay any cost incurred in the preparation of an offer, or to procure or contract for the articles of goods or services. The State may cancel this solicitation in whole or in part. The State may reject any or all offers in whole or in part. [Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

2.22 RESPONSIVENESS (MODIFIED)

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

(b) Any sales or marketing literature or brochures submitted shall become part of the Contract documents to the extent they do not alter the Terms and Conditions.

2.23 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 venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

2.24 DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or

"Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree 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 you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

2.25 SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The

credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

2.27 WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2a150-1]

PART II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

2.28 CONTENTS OF OFFER (RFP) (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 must 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 are to 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.
- [02-2B040-2]

2.29 ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MODIFIED)

One (1) Technical marked "Original", One (1) Technical Copy marked "Copy", One (1) Redacted Technical Copy marked "Redacted", One (1) Price marked "Original", and One (1) Price Copy marked "Copy"

2.30 OFFERING BY ITEM OR LOT (JAN 2006)

Offers may be submitted for complete lots or for one or more items not within lots. Failure to offer on all items within a single lot will be reason for rejection. [02-2B090-1]

2.31 OPENING PROPOSALS – INFORMATION NOT DIVULGED (FEB 2015)

In competitive sealed proposals, neither the number nor identity of offerors nor prices will be divulged at opening. [§ 11-35-1530 & R. 19-445.2095 (C)(1)] [02-2B110-2]

2.32 PROTEST - CPO - MMO ADDRESS (MODIFIED)

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

- (a) by email to protest-mmo@mmo.state.sc.us, OR
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

2.33 UNIT PRICES REQUIRED (JAN 2006)

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

PART III. SCOPE OF WORK

3.0 INTRODUCTION

The South Carolina Education Lottery (SCEL) is a Public Commission and Instrumentality of the State of South Carolina (the State) and operates as an Enterprise Entity. The sole purpose is to operate the State's lottery business in a socially responsible manner to transfer its profits to the State to support education. The SCEL is a traditional lottery that offers consumers a product mix of instant ticket ("scratch off") games and terminal generated ("numbers") games. Tickets are available through SCEL's statewide network of approximately 3,900 retailers that include convenience stores, grocery stores, gas stations and other locations where consumers purchase other retail products.

Currently SCEL advertises two (2) multistate jackpot games (Mega Millions® and Powerball®), three (3) in-state games (Pick 3, Pick 4, and Palmetto Cash 5), and numerous instant tickets. In addition to advertising Lottery products, the SCEL promotes responsible play and beneficiary messages intended to support the State's education initiatives. SCEL uses traditional communication methods, including television and radio, print and point-of-purchase, in-store digital display monitors, outdoor digital billboards, and Over the Top media. The primary purpose of this RFP is to integrate digital communication solutions with SCEL's current marketing strategies to enhance public awareness of the SCEL brand.

3.1 SCOPE OF WORK

The Contractor(s) shall furnish and deliver all labor, equipment, and other related services necessary to install new in-store digital jackpot signs at statewide Lottery retailers as directed by SCEL in accordance with the requirements stated herein. Services shall include installation, on-site training, and maintenance and repair with a minimum three (3) year full warranty.

Digital jackpot signs must be configured to display jackpot amounts in "Millions" and "Billions" for the Lottery's two national games, Mega Millions® and Powerball®. Each sign must be equipped with secure wireless communication technology capable of providing accurate real-time automatic jackpot updates in accordance with each game's draw date. Signs should be displayed inside the windows of retailers, facing externally so that signage is visible to those outside the retail establishment.

3.2 GENERAL PERFORMANCE REQUIREMENTS AND SPECIFICATIONS

Signage must contain the following minimum specifications and performance features for each option listed.

3.2.1 SIGN TYPES AND DESIGNS

1. Two Panel Sign - Double Jackpot Display

- a. Each sign must be equipped with at least two (2) display panels: one panel for each of the two National Jackpot Games with the ability to be configured for jackpot amounts in "Millions" and "Billions".
- b. Signage should be designed in the following display formats:
Vertical – Graphic panels with jackpot games/amounts are stacked on top of another.
Horizontal – Graphic panels with jackpot games/amounts are side-by-side.
- c. Signage system must be modular so additional sections can be added.

2. Three Panel Sign - Double Jackpot with Optional (Static) Advertising Display

- a. Each sign must be equipped with three (3) display panels: one panel for each of the two National Jackpot Games with the ability to be configured for jackpot amounts in "Millions" and "Billions", and one Static Panel to display Optional Product Messages as directed by SCEL.
- b. Signage should be designed in the following display formats:
Vertical – Graphic panels with jackpot games/amounts stacked on top of another.
Horizontal – Graphic panels with jackpot games/amounts displayed side-by-side.

- c. Signage system must be modular so additional sections can be added.

3.2.2 QUANTITY

SCEL shall order an initial minimum quantity of 1,000 digital display signs from one Contractor in accordance with the requirements provided in Sections 3.1 and 3.2. Subsequent orders for additional or optional digital signage displays, in quantities that may be greater than or less than the initial minimum order of 1,000 signs, may be ordered from one or more Contractors in accordance with the requirements provided in response to Part III; Section 3.3. The Lottery makes no guarantee regarding future quantities or orders in excess of the minimum quantity at this time; and reserves the right to purchase additional digital Jackpot signs and/or related services in accordance with the requirements specified herein throughout the course of the Contract.

3.2.3 SIZE

There is no specific sizing requirement within the RFP as the sizing sits between products currently on the market manufactured by the leading vendors. Offerors must propose sizing for jackpot signs that are both horizontally configured (with games/jackpots displayed side-by-side) and vertically configured (with games/jackpots stacked on top of one another).

3.2.4 PANEL DESIGN AND GRAPHICS

1. Each sign must accommodate at least three (3) digit readouts for each jackpot game and have the ability to display “Million” and “Billion” dollar jackpot amounts.
2. Signs must be highly visible and clearly readable from a minimum of 200 feet to attract attention of potential customers to lottery products.
3. Signage should be brightly lit and graphics should be printed on replaceable UV protected acrylic.
4. Each jackpot display should have a replaceable front panel that is easy to install and replace.
5. The front panel must be visually attractive and made of a durable, long lasting material.
6. It is desirable that the back of the signs have the ability to advertise additional lottery products and/or messages.

3.2.5 COMMUNICATION METHODS AND SOFTWARE

Offerors must include communication methods and software used for each sign. The Lottery intends to use a wireless communications network within the Lottery Retail location. SCEL’s current online vendor, IGT, shall support and interface with the Contractor’s digital signage software (i.e. Powerball, Mega Millions, etc.). Each sign must be configured to operate via a wireless connection between the IGT gaming system/gaming terminal and the signs.

1. Each sign must have the ability to broadcast accurate Jackpot amounts as updated on the gaming system in real-time.
2. The software used to configure messages must be easy to use, deliver real-time control and update messages.
3. The software must be included with each sign and the cost associated with the communication device and software must be included in the unit cost for each sign.

3.2.6 CONSTRUCTION AND ELECTRICAL FEATURES

1. Signage must be of a sturdy and lightweight construction that allows for easy installation and maintenance and include construction details and overall weight of each sign under the following conditions: (1) unpackaged; and (2) packaged with all related components.
2. Signage and related components must be UL Rated, Labeled, and approved components with FCC approved certification and include a list of all manufactured parts and components used to produce each sign.

3. Signage must also contain specifications/requirements for electrical/power supply equipment necessary to operate each sign, including, but not limited to: surge protection, cord length, on/off switch (or switching adapter), and any maximum distance specifications/requirements between each sign and communication device.

3.2.7 MOUNTING HARDWARE

Due to the wide diversity of available space in retailer locations, digital signs should be configured with multiple secure mounting options without compromising the integrity of the sign. The majority of jackpot signs will be hung in windows. Others may be hung from ceilings or walls. The exact location of the digital sign will be decided by the Lottery in conjunction with the retailer on an individual retailer basis to optimize visibility. The mounting process to hang signage in the window of each lottery retail location, and any alternative mounting solutions must be provided. Offerors should provide a list of mounting hardware and any related images included with each sign.

3.3 ADDITIONAL OR OPTIONAL DIGITAL SIGNAGE DISPLAYS AND/OR DISPLAY FEATURES

Offerors may propose additional or optional types of digital signage displays and/or display (device) features that may not be expressly specified in Section 3.2 but are currently available. Vendors may propose optional signage solutions with one or more modular display panels so that sections can be added to display optional (static) messages and communicate jackpot messaging to customers inside retail stores. Offerors should submit pictures, drawings, and/or specifications related to any proposed products currently available in other sizes and designs. Optional signage displays must work on the same communication method and software as the signage described in Section 3.2.5. Pricing must be submitted for any additional or optional digital displays and/or features and included in the Cost Proposal. Pricing submitted in response to Section 3.3 will not be evaluated nor scored for purposes of Award.

3.4 INNOVATIONS

Recognizing that the lottery industry is dynamic and that technology changes, the Lottery and the Contractor(s), on a continuing basis, shall evaluate the most cost-effective, reliable, and market-oriented secure signage systems. As part of this process, the Lottery may require the Contractor(s) to incorporate new technology or systems that become available. The emphasis should be on stable, proven services the Contractor(s) can support at the same level as similar products or services already described in this RFP. For any additional items/services required by the Lottery, not already included in the contract pricing, the Lottery and the Contractor(s) shall negotiate for additional compensation. A Change Order is necessary only to establish a fair and reasonable price.

3.5 SAMPLES

SCEL reserves the right to a sample of the proposed digital jackpot signage if deemed necessary. The sample should include any desirable items being proposed by the Offeror and represent how the sign will look at the Lottery retail location. If requested, it is the intent of the SCEL to keep all samples submitted at no expense to the Lottery.

3.6 PACKAGING

Each sign must be packaged together with all related components, including but not limited to hardware and software components, mounting and electrical equipment, etc. (i.e. wireless connections/power supply, etc). Each digital jackpot sign must be shipped separately in its own carton and in a manner that prevents any contents from damage during the shipment, delivery, uncrating, and installation process. Each carton should weigh no more than 40 lbs. Please assume the use of US standard pallets is required. It is mandatory that each sign be shipped one per carton with detailed installation and operating instructions included.

3.7 ORDER IMPLEMENTATION SCHEDULE

Contractor shall be solely responsible for ensuring the successful delivery, installation, and performance of each digital jackpot sign required to fulfill the initial minimum order for 1,000 signs and any additional signs requested throughout the term of the contract. The Contractor shall develop an order implementation schedule for the successful delivery and installation of signs and submit to the Lottery for approval within 30 days of the placement of the order. The Lottery reserves the right to reject and refuse to accept and/or pay for all items that do not meet the specified requirements of this solicitation.

3.8 INSTALLATION/DELIVERY

As it relates to installation and order quantity, to the extent practicable, SCEL will work with the Contractor to devise a plan that provides adequate deployment coverage in the various geographic areas of the state to minimize “backtracking” within, and/or returning to the same geographic area, when deciding on an initial order quantity and subsequent order quantities. Contractor will install signage per the Lottery’s placement direction. SCEL shall provide the Contractor with placement direction and a list of retailers for deployment and installation of signage within the 30-day approval period described in Section 3.6.

Communication to lottery retailers prior to installs will be required, including deviations from the order implementation schedule. Contractor shall complete the work with minimal disruption to the retailer’s business activities. Contractor will be responsible for any damage to a retailer’s business as a direct result of installations. The Contractor shall be responsible for site clean-up and disposal of all packaging related to signage before leaving the retail site. Contractor must comply with all applicable safety requirements (i.e. OSHA, etc). The Contractor shall provide on-site assistance as required by SCEL to ensure the signs are operational upon installation. All installation related costs must be included in the Cost Proposal on a per unit basis.

3.9 TRAINING

The Contractor shall provide initial hands-on, on-site training for designated SCEL staff and any other staff directed by SCEL. Expenses associated with training shall be included in the unit cost of each sign. Additionally, the Contractor, upon SCEL’s request, shall make training available for the duration of the contract, including subsequent renewal periods. The Contractor should provide written training manuals in electronic and/or print format.

3.10 WARRANTY

The Contractor shall provide a minimum three (3) year full warranty against display failures and any damages to digital signage and/or related parts and components resulting from manufacturing defects, materials, workmanship, and performance failure. The Contractor shall be required to replace damaged or faulty products and/or parts found to be defective within the three (3) year warranty period provided in response to this RFP. The Contractor shall incur all costs associated with any work covered and performed during the warranty period related to replacing and/or repairing damaged or faulty products and/or related components, including labor, and/or travel/lodging expenses at no cost to the SCEL.

3.11 MAINTENANCE, REPAIRS, AND/OR REPLACEMENT OF EQUIPMENT

The successful Contractor must be capable of providing services for maintenance, repair, and/or replacement of equipment on a timely basis as agreed upon between SCEL and the Contractor(s) throughout the term of the Contract. Prior to performance of any maintenance, repairs, and/or replacement of equipment and related parts, the Contractor(s) shall provide SCEL with estimated quotes for equipment, supplies, and/or materials needed, including hourly rates for labor, travel related expenses, and any other associated fees. Tools unique to the maintenance of the signs or unique to the replacement of parts on the signs must be provided.

3.12 DELIVERY/PERFORMANCE LOCATION - SPECIFIED (MODIFIED)

After award, all deliveries and services shall be made to the following address, unless directed otherwise by SCEL: SCEL shall provide the Contractor with placement direction and a list of retailers for delivery, deployment and installation of signage within the 30-day approval period described in Section 3.6.

3.13 QUALITY - NEW (JAN 2006)

Signage and all related components must be new and unused. [03-3060-1]

PART IV. INFORMATION FOR OFFERORS TO SUBMIT

4.0 INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, Offerors should submit the following information for purposes of evaluation. [04-4005-1]

GENERAL INSTRUCTIONS

This PART specifies the format for responses, provides a guide for an Offeror to ensure all required information is provided. Offerors must provide a narrative to the specifications in Part III that acknowledges their methodology of compliance. All proposals must be complete and convey all of the information requested by SCEL. Proposals must provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements as provided in this solicitation. Offerors are encouraged to include any additional information and any other recommendations or options they consider would be of benefit to SCEL.

To be considered for award, all proposals should include, at a minimum, the information requested below. Each proposal should present the requested information the order listed. Please restate each item below and provide your response to that item immediately thereafter. Offeror's Proposals should be accompanied by pages one (1) and two (2) of this document. These pages shall be completed and signed when submitted.

4.1 COVER LETTER

Offerors must provide a cover letter which includes a summary of the Offeror's ability to perform the services described herein and a statement that the Offeror is willing to perform those services and enter into a contract with the South Carolina Education Lottery. The cover letter must be signed by a person having the authority to commit the Offeror to a contract. The cover letter must include the representative's name, title, address, telephone number, e-mail address and any other appropriate means for contact of the representative.

4.2 TECHNICAL PROPOSAL

Offeror shall provide a detailed, comprehensive description of the solution being offered. Offeror shall address all items identified in the Scope of Work; responding to each requirement in the same order that it is listed in the Scope of Work. The Technical proposal shall be tabbed for easy access to each section; and arranged in the following order:

A. APPROACH AND UNDERSTANDING OF SCOPE OF WORK

Provide a statement describing the Scope of Work as you understand it, and how your solution provides the best overall solution to successfully perform the work in Part III. Offerors must submit a fully detailed description of the proposed approach that meets or exceeds the minimum requirements outlined in Sections 3.1 through Section 3.6.

B. ORDER IMPLEMENTATION SCHEDULE

Offerors must submit a proposed timeline of work tasks and the estimated time needed to complete the initial order, from the time the order is placed through the date of completion. Offerors shall describe how the order implementation schedule will ensure successful completion of the initial order and any subsequent orders thereafter. Explain how this schedule in response to Section 3.7 will accomplish the work to be performed in Part III.

C. INSTALLATION/DELIVERY METHOD

Offerors must also describe installation methods used and the estimated time needed to install each device offered in response to Section 3.8. Include details on the level of technical expertise required to install each device and who is able to perform the installation (i.e. Contractor, Subcontractor, and the advisability of installation by SCEL personnel, store personnel, or a third party chosen by SCEL). Describe how the work will be performed with minimal disruption to the retailer’s business activities). Explain what safety procedures and precautions will be used to ensure a safe working environment and how site clean-up will be conducted at each retail location. Describe the uniform or other form of identification that will be worn and any tools that will be used while performing the work. While the identification of the subcontractor is not required unless these costs are 20% or more of the unit price, the Offeror must fully explain its manner and approach to deploying and installing the signs in response to this RFP.

D. MAINTENANCE, REPAIR, AND/OR REPLACEMENT SERVICES AND WARRANTY PLAN

Offerors must describe the estimated “life expectancy” for each sign and any related parts and/or components. Offerors must describe how their proposed 3-year minimum warranty plan (and any extended warranty plan(s), if applicable) will work against display failures and any damages to digital signage and/or related parts and components resulting from manufacturing defects, materials, workmanship, and performance failure within the required three (3) year minimum warranty period required in Section 3.10 of this RFP.

The Offeror must also submit a maintenance, repair, and/or replacement plan for any signage and related parts and/or components that either has exceeded the minimum warranty period or is not covered under the minimum warranty period during the course of the contract as described in Section 3.11. Information should also include the Offerors estimated response time for service calls and any other proposed services that will help ensure the quality and life expectancy of the digital messaging display equipment and any related parts and/or components.

E. SUBMISSION OF ADDITIONAL INFORMATION

Offerors shall submit any additional information for consideration that exceeds the minimum requirements outlined in the Scope of Work provided in Part III.

4.3 EXPERIENCE AND QUALIFICATIONS OF OFFEROR

Describe how the Offerors qualifications and any key personnel assigned to perform the services will satisfy the requirements described in the Scope of Work. Offerors must include all pertinent information to substantiate these qualifications and capabilities and successfully perform the required services as described in this RFP. Information should include an Offeror’s prior experience with production and installation of digital jackpot signs for public or government-related lottery jurisdictions in response to PART V. Offerors should include the range in size of their current clients and their experience in performing work on a statewide scale. Subcontractor information pursuant to Section 5.1 should also be presented in this Section.

4.4 COST PROPOSAL

The Cost Proposal must include total costs associated with successfully completing the initial order of 1,000 digital jackpot signs, and any other costs associated with any additional display designs, items, and/or features submitted in response to Part III. All prices proposed shall be firm fixed prices. Any changes for items not included in the cost proposal must be approved in writing by SCEL prior to performance. The successful Contractor(s) will receive no compensation prior to the successful installation and completion of the initial work order as directed by SCEL.

Offerors shall submit pricing as provided in the following **COST PROPOSAL WORKSHEETS** in Section 4.4.1 (A through E) in response to the Scope of Work described in Part III. Offerors may reproduce the **COST**

PROPOSAL WORKSHEETS in Section 4.4.1 as needed to provide an itemized breakdown of the cost components associated with the total cost of Digital Signs being requested in this RFP including, but not limited to, signage equipment, materials, labor, shipping/freight, transportation, on-site training, installation, 3-year warranty, and maintenance/repair/replacement costs and specified herein.

The Cost Proposal and any relevant Cost Proposal Worksheets in response to Section 4.4.1 must be submitted as a separate document from that of the Technical Proposal.

4.4.1 COST PROPOSAL WORKSHEETS

A. TWO PANEL SIGNS –

DOUBLE JACKPOT DISPLAYS – INITIAL MINIMUM ORDER

Order Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
	Total Cost (\$) Per Quantity	Total Cost (\$) Per Quantity	Total Cost (\$) Per Quantity	Total Cost (\$) Per Quantity	Total Cost (\$) Per Quantity
1,000-1,499	\$	\$	\$	\$	\$
1,500-1,999	\$	\$	\$	\$	\$
2,000-2,499	\$	\$	\$	\$	\$
2,500-2,999	\$	\$	\$	\$	\$
3,000-3,499	\$	\$	\$	\$	\$
3,500-4,000	\$	\$	\$	\$	\$

Installation Costs per sign: \$ _____

If Installation Costs are different based on order quantity, please state below:

1,001 – 2,000 units: \$ _____ (cost per install)

2,001 – 3,000 units: \$ _____ (cost per install)

3,000 + units: \$ _____ (cost per install)

Other Costs*: \$ _____

*Offerors should describe any other costs not expressly identified above, including an itemized breakdown of all rates/fees associated with the total cost necessary to provide the required services including, but not limited to: equipment, materials, labor, transportation, on-site training, three-year warranty plan, installation and maintenance and repair costs.

B. TWO PANEL SIGNS –

DOUBLE JACKPOT DISPLAYS –SUBSEQUENT ORDERS AFTER INITIAL FULFILLMENT OF 4.4.1 A

Order Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
	Total Cost (\$) Per Quantity	Total Cost (\$) Per Quantity	Total Cost (\$) Per Quantity	Total Cost (\$) Per Quantity	Total Cost (\$) Per Quantity
250-499	\$	\$	\$	\$	\$
500-1,000	\$	\$	\$	\$	\$
1,001-1,500	\$	\$	\$	\$	\$
1,501-2,000	\$	\$	\$	\$	\$
2,000+	\$	\$	\$	\$	\$

Installation Costs per sign: \$_____

If Installation Costs are different based on order quantity, please state below:

250 – 1,000 units: \$_____ (cost per install)

1,001 – 2,000 units: \$_____ (cost per install)

2,000 + units: \$_____ (cost per install)

Other Costs*: \$_____

*Offerors should describe any other costs not expressly identified above, including an itemized breakdown of all rates/fees associated with the total cost necessary to provide the required services including, but not limited to: equipment, materials, labor, transportation, on-site training, three-year warranty plan, installation and maintenance and repair costs.

C. THREE PANEL SIGNS –

(2) JACKPOT PANELS AND (1) OPTIONAL (STATIC) PANEL DISPLAY FOR PRODUCT MESSAGING

Order Quantity	Year 1 Total Cost (\$) Per Quantity	Year 2 Total Cost (\$) Per Quantity	Year 3 Total Cost (\$) Per Quantity	Year 4 Total Cost (\$) Per Quantity	Year 5 Total Cost (\$) Per Quantity
250-499	\$	\$	\$	\$	\$
500-749	\$	\$	\$	\$	\$
750-999	\$	\$	\$	\$	\$
1,000-1,499	\$	\$	\$	\$	\$
1,500-1,999	\$	\$	\$	\$	\$
2,000-2,499	\$	\$	\$	\$	\$
2,500-2,999	\$	\$	\$	\$	\$
3,000-3,499	\$	\$	\$	\$	\$
3,500-4,000	\$	\$	\$	\$	\$

Installation Costs per sign: \$_____

If Installation Costs are different (lower) based on order quantity, please state below:

250 – 500 units: \$_____ (cost per install)

501 – 1,000 units: \$_____ (cost per install)

1,001 – 1,499 units: \$_____ (cost per install)

1,500 – 1,999 units: \$_____ (cost per install)

2,000 – 2,499 units: \$_____ (cost per install)

2,500 – 2,999 units: \$_____ (cost per install)

3,000 – 4,000 units: \$_____ (cost per install)

Other Costs*: \$_____

*Offerors should describe any other costs not expressly identified above, including an itemized breakdown of all rates/fees associated with the total cost necessary to provide the required services including, but not limited to: equipment, materials, labor, transportation, on-site training, three-year warranty plan, installation and maintenance and repair costs.

D. ADDITIONAL DIGITAL SIGNAGE AND/OR DISPLAY FEATURES

Offerors should submit pricing below for any additional Digital Signage device and/or Display Features proposed in response to Section 3.3 that is not expressly identified in Section 4.4.1.A, B, and C. Pricing submitted in response to this section will not be evaluated for the purpose of Award.

Description of Digital Signage and/or Display Features (in Response to Section 3.3)	Order Quantity	Cost (\$) Per Sign
	Up to 499	\$
		\$
		\$
	500-999	\$
		\$
		\$
	1,000-1,499	\$
		\$
		\$
	1,500-1,999	\$
		\$
		\$
	2,000 +	\$
		\$
		\$

Installation Costs per sign: \$ _____

Other Costs*: \$ _____

*Offerors should describe any other costs associated with this signage that is not expressly identified above, including an itemized breakdown of all rates/fees associated with the total cost necessary to provide the signage described above, including, but not limited to: equipment, materials, labor, transportation, on-site training, installation, and any warranty, and/or maintenance/repair/replacement costs.

Offerors should identify any cost saving incentives if SCEL orders any of the additional signage, items, and/or features listed above at the time the initial order, or any subsequent order is placed.

E. MAINTENANCE, REPAIR, AND/OR REPLACEMENT SERVICES

Offerors must include all direct and indirect costs associated with maintenance and repair services required under this RFP as explained in response to Part IV. Pricing should include costs for hourly rates and/or any service charges associated with each visit when the requested service is not covered by the 3-year warranty. Offerors should submit a price list for any parts or components related to the signage, including, but not limited to modular sections, panels, and digits.

The Offeror may display the cost in the manner it deems most appropriate but it should be as detailed as possible. Pricing submitted in response to these services shall not be evaluated for the purpose of Award. SCEL shall not be liable for any **costs associated with MAINTENANCE/REPAIR/REPLACEMENT services not submitted in response to this Section.**

DESCRIPTION OF SERVICE	UNIT COST	FIXED HOURLY RATE*
MAINTENANCE AND REPAIRS	\$	\$
REPLACEMENT OF EQUIPMENT	\$	\$
LABOR	\$	\$
TRAVEL/TRANSPORTATION	\$	\$
SHIPPING/FREIGHT	\$	\$
ANY OTHER RECOMMENDED SERVICE(S)	\$	\$

*Offerors should describe any other costs associated with this signage that is not expressly identified above, including an itemized breakdown of all rates/fees associated with the total cost necessary to provide the signage described above, including, but not limited to: equipment, materials, labor, transportation, on-site training, installation, and any warranty, and/or maintenance/repair/replacement costs.

4.6 INFORMATION FOR ALL OFFERORS TO SUBMIT – GENERAL (MODIFIED)

Offeror shall submit a signed Cover Page and Page Two. Offeror must submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this PART and in PARTS II.B. Special Instructions; III. Scope of Work; V - Qualifications; and any appropriate attachments addressed in PART VIII, Attachments to Solicitation.

4.7 IDENTIFYING INFORMATION AND INFORMATION REQUIRED BY THE LOTTERY ACT FOR ALL OFFERORS

As required by S.C. Code § 59-150-130(A), Offerors must submit the following information (if the Offeror believes that a particular item is inapplicable, please state so). Note: Information presented in response to Section 4.8 will not be evaluated nor scored by the Evaluation Panel. It will be used to determine full compliance with Lottery Act requirements and is necessary to perform any background investigations. Additional information may be requested at the appropriate time to complete the investigation. By submitting a proposal, the Offeror agrees to provide the requested information in a timely manner as outlined below.

- a) Offeror’s name and address and, as applicable, the names and addresses of the following, if the Offeror is:
 - i. a corporation, the officers and directors and each stockholder in the corporation, except that in the case of owners of equity securities of a publicly traded corporation, the names and addresses of only those known to the corporation to own **(at a mimimum)** beneficially five percent or more of the securities must be disclosed;
 - ii. a trust, the trustee, and all persons entitled to receive income or benefits from the trust;
 - iii. an association, the members, officers, and directors; and
 - iv. a partnership or joint venture, all of the general partners, limited partners, or joint venturers;
- b) states and jurisdictions in which the lottery vendor does business and the nature of the business for each such state or jurisdiction;
- c) states and jurisdictions in which the lottery vendor has contracts to supply gaming goods or services including, but not limited to, lottery goods and services, and the nature of the goods or services involved for each state or jurisdiction;
- d) states and jurisdictions in which the lottery vendor has applied for, sought renewal of, received, been denied, or had revoked, or has issuance pending of, a lottery or gaming license of any kind or had fines or penalties assessed to his license, Contract, or operation and the disposition of each in each state or jurisdiction. If a lottery or gaming license or Contract has been revoked or has not been renewed or a lottery or gaming license or application has been denied or is pending and has remained pending for more than six months, all of the facts and circumstances underlying the failure to receive a license must be disclosed;
- e) details of a finding or any plea, conviction, or adjudication of guilt in a state or federal court of the lottery vendor for a felony or other criminal offense other than a traffic violation;
- f) details of any bankruptcy, insolvency, reorganization, or corporate or individual purchase or takeover of another corporation, including bonded indebtedness, or pending litigation of the lottery vendor;
- g) contributions made to or independent expenditures relative to the campaign of a candidate for the General Assembly or statewide constitutional office, to any political party, as defined in S.C. Code Ann. § 8-13-1300(26), or to a committee, as defined in S.C. Code Ann. § 8-13-1300(6), for the twelve-month period before the application and up to the date of disqualification of the applicant or the awarding of the Contract, whichever occurs first.

4.8 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]

4.9 SUBMITTING REDACTED OFFERS (MAR 2015)

If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

PART V. QUALIFICATIONS

5.0 QUALIFICATIONS - REQUIRED INFORMATION (MODIFIED)

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.
- (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 (past and/or current). If you do not have any, please provide a statement that states that you do not have any.

5.1 QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MODIFIED)

This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

1. At least five (5) years of experience within the industry as described in this RFP; and
2. Demonstrated experience in supplying digital jackpot signage and other related services to least three (3) different lottery jurisdictions within the United States as described in this RFP. Offerors who have not provided Jackpot signs of the type requested in this RFP to a US lottery jurisdiction within the past five years is not qualified and shall be deemed non-responsive.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity.

5.2 SUBCONTRACTOR – IDENTIFICATION (MODIFIED)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds **20%** of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors.

PART VI. AWARD CRITERIA

6.0 AWARD BY ITEM OR LOT (JAN 2006)

Award will be made by individual items and/or complete lot(s). [06-6010-1]

6.1 AWARD CRITERIA – PROPOSALS (MODIFIED)

Award for the initial minimum order of 1,000 digital display signs shall be made to the responsive and responsible Offeror whose offer SCEL deems best to fulfill the initial minimum order requirements in Part III. SCEL shall award additional or optional digital signage displays in quantities that may be greater than or less than the initial minimum order of 1,000 signs to one or more Offerors whose offer(s) SCEL deems best to fulfill the minimum requirements outlined in Part III and Section 3.3 of this RFP.

6.2 AWARD TO MULTIPLE OFFERORS (JAN 2006)

Award may be made to more than one Offeror. [06-6035-1]

6.3 DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal.[06-6058-1]

6.4 EVALUATION FACTORS – PROPOSALS (MODIFIED)

Offers will be evaluated using only the factors stated below. Factors are stated in the relative order of importance. Evaluations for the Technical and Cost proposals shall be combined and independently evaluated by each member of the Panel. Each Panel Member will assign points subjectively in response to the information submitted below. Once evaluation is complete, all responsive offers will be ranked from most advantageous to least advantageous in accordance with the Offerors overall ability to fulfill the requirements of this RFP.

TECHNICAL PROPOSAL and QUALIFICATIONS OF OFFEROR –700 potential points

The completeness and suitability of the Offeror's response to the Technical Proposal to include the Offeror's approach, understanding, and overall ability to fulfill the requirements described in Part IV in Sections 4.1 and 4.2, and Experience and Qualifications described in 4.3 of this RFP.

COST PROPOSAL – 300 potential points

The completeness and suitability of the Offeror's response to the Cost Proposal requirements described in Part IV, Sections 4.4 and 4.4.1(A)(B)(C) of this RFP. The Cost Proposal must be submitted separately from that of the Technical Proposal.

PART VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

7.1 BANKRUPTCY - GENERAL (FEB 2015)

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

7.2 CHOICE-OF-LAW (JAN 2006)

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

7.3 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MODIFIED)

(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) discussions [11- 35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

7.4 CONTRACT INTERPRETATION

(a) In the event there are any disagreements between the parties with regards to the application of this Contract or the requirements of SCEL arising from any interpretation of the Request for Proposal, this Contract, or any other

matter that is subject to resolution as provided in S.C. Code Ann. § 11-35-4230, Contractor agrees to defer to the reasonable interpretations of SCEL as from time to time may be made by SCEL (See Section 3.0). 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 SCEL's interpretation.

(b) The above requirements shall apply to any Change Orders, Contract modifications, or other deviations to this Contract. Failure to receive the prior written and express approval of SCEL prior to implementing any changes to the requirements provided for hereunder, for which requests for extra or additional compensation are thereafter submitted by the Contractor to SCEL, shall impose no liability for payment upon SCEL and may be rejected by SCEL without recourse.

7.5 DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement or Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement or Contract is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States' Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

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

7.6 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. [07-7A030-1]

7.7 FALSE CLAIMS (JAN 2006)

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

7.8 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. [07 7A040-1]

7.9 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. [07-7A045-2]

7.10 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. [07- 7A050-1]

7.11 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. [07-7A053-1]

7.12 PUBLICITY (JAN 2006)

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

7.13 PURCHASE ORDERS (JAN 2006)

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

7.14 SURVIVAL OF OBLIGATIONS (JAN 2006)

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

7.15 TAXES (JAN 2006)

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

7.16 THIRD PARTY BENEFICIARY (JAN 2006)

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

7.17 WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under

this Contract. Any waiver must be in writing. [07-7A095-1]

PART VII. TERMS AND CONDITIONS -- B. SPECIAL

7.18 CHANGES (MODIFIED)

(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: drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith; method of shipment or packing; place of delivery; description of services to be performed; time of performance (i.e., hours of the day, days of the week, etc.); or, 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. Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. 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. Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

7.19 CISG (JAN 2006)

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

7.20 COMPLIANCE WITH LAWS (JAN 2006)

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

7.21 CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability

Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

7.22 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]

7.23 CONTRACTOR'S OBLIGATION - GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, 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. [07-7B065-1]

7.24 DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

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

7.25 DISPOSAL OF PACKAGING (JAN 2006)

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

7.26 ESTIMATED QUANTITY - UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095- 1]

7.27 ILLEGAL IMMIGRATION (NOV 2008)

An overview is available at <http://www.procurement.sc.gov>. By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to

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

7.28 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. [07-7B100-2]

7.29 MATERIAL AND WORKMANSHIP (JAN 2006)

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

7.30 OFFSHORE CONTRACTING PROHIBITED (MODIFIED)

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States, without express approval ofSCEL.

7.31 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. [07-7B205-1]

7.32 SHIPPING (MODIFIED)

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

7.33 RISK OF LOSS (MODIFIED)

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, and testing, if and as those duties are within the scope of the Work, until they have been

accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract. If the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

7.34 STORAGE OF MATERIALS (MODIFIED)

Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit or its designated receiving site, or other location, prior to the time set for installation.

7.35 TERM OF CONTRACT - EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 3 years, 0 months, 0 days from the effective date performance begins. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

7.36 TERM OF CONTRACT – OPTION TO RENEW (MODIFIED)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

7.37 TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B265-1]

7.38 WORK ON RETAILER PREMISES

PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any Lottery Retailer grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the Lottery Retailer needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 7.33. SCEL assumes no responsibilities for any liabilities incurred by Contractor.

PART VIII. ATTACHMENTS TO SOLICITATION

The following document is attached to this solicitation:

8.1 IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

ATTACHMENT 8.1

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 <https://dor.sc.gov>

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