



**SCEL INVITATION FOR BIDS**

Solicitation: FY20PROMO1AIFB06122019  
 Date Issued: 06/12/2019  
 Procurement Officer: Petrina F. Marsh  
 Phone: 803-737-2808  
 E-Mail Address: [Petrina.Marsh@sclot.com](mailto:Petrina.Marsh@sclot.com)  
 Mailing Address: SC Education Lottery  
 Attn: Petrina F. Marsh  
 1333 Main Street; Suite 400  
 Columbia, SC 29201

DESCRIPTION: **FY20 Promo 1A IFB**

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

SUBMIT YOUR SEALED OFFER AND SAMPLE(S) TO:

SC Education Lottery  
 Attn: Petrina F. Marsh, Sr. Procurement  
 FY20 Promo 1A Bid/Samples  
 1333 Main Street; Suite 400  
 Columbia, SC 29201

SUBMIT OFFER/SAMPLES BY (Opening Date/Time): **07/09/2019 11:00:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **06/19/2019 @ 2:00 p.m.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Hard Copy.

AWARD & AMENDMENTS	<b>Award:</b> Award should be posted by Wednesday on <b>07/10/2019</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="https://www.sceducationlottery.com/Lottery/Procurement">https://www.sceducationlottery.com/Lottery/Procurement</a>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship  Partnership  Other \_\_\_\_\_

Corporate entity (not tax-exempt)  Corporation (tax-exempt)  Government entity (federal, state, or local)

COVER PAGE - ON-LINE ONLY (MAR. 2015)

**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																								
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)   Payment Address same as Home Office Address	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)																								
<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)																									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:12.5%;">Amendment No.</th> <th style="width:12.5%;">Amendment Issue Date</th> <th style="width:12.5%;">Amendment No.</th> <th style="width:12.5%;">Amendment Issue Date</th> <th style="width:12.5%;">Amendment No.</th> <th style="width:12.5%;">Amendment Issue Date</th> <th style="width:12.5%;">Amendment No.</th> <th style="width:12.5%;">Amendment Issue Date</th> </tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </tbody> </table>	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date																	
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a> . <b>ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.</b> [11-35-1524(E)(4)&(6)]																									
PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).  <input type="checkbox"/> In-State Office Address same as Home Office Address  <input type="checkbox"/> In-State Office Address same as Notice Address <span style="float: right;"><b>(check only one)</b></span>																									

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## 1. GENERAL SCOPE

### 1.1 ACQUIRE SUPPLIES/EQUIPMENT (JAN 2006)

The purpose of this solicitation is to establish a source of supply for the purchase of new promotional items complying with the enclosed description and/or specifications and conditions below. [01-1015-1]

ITEM	DESCRIPTION	COLOR	QUANTITY
1	Little Thunder Tote	Navy Blue	3,002
2	Therm-O Super Square Insulated Tote	Red	3,002
3	Thank You Pen	Blue	4,002
4	LED Aluminum Flashlight	Blue	1,002
5	LED Aluminum Flashlight	Lime Green	1,002
6	Magnetic Memo Clip	Red (Translucent)	5,002
7	Charles Travel Tumbler	Black Tumbler w/Royal Blue Accent Lid	1,252
8	Charles Travel Tumbler	Black Tumbler w/Green Accent Lid	1,252

### 1.2 SCHEDULE OF KEY DATES IN THE BID PROCESS

All dates subject to change.

1.	Distribution of the Invitation for Bids	6/12/2019
2.	Deadline for Submission of Questions	6/19/2019
3.	State's Response to Submitted Questions (tentative)	6/20/2019
4.	Submission and Opening of BIDS AND SAMPLES	7/09/2019
5.	Statement Of Award Posting Date (tentative)	7/10/2019
6.	Delivery of Full Order	8/16/2019

## **2. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **2.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. May also be referred to SC Education Lottery, SCEL, or 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.

### **2.2 AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments:  
<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]

### **2.3 AUTHORIZED AGENT (FEB 2015)**

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

### **2.4 AWARD NOTIFICATION (FEB 2015)**

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

### **2.5 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]

### **2.6 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]

### **2.7 BID IN ENGLISH and DOLLARS (JAN 2004)**

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

### **2.8 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered

in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

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

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

## **2.10 CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

Laws specifically pertaining to the SC Education Lottery:

The S.C. Education Lottery Act is available at:

<http://www.scstatehouse.gov/code/t59c150.php>.

The South Carolina Regulations, 44-10, S.C. Lottery Commission, are available at:

<http://www.scstatehouse.gov/coderegs/Ch%2044.pdf>

[02-2A040-2]

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

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

## **2.12 DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

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

## **2.13 DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

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

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

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities,

discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

#### **2.15 ETHICS CERTIFICATE (MAY 2008)**

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

#### **2.16 OMIT TAXES FROM PRICE (JAN 2004)**

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

#### **2.17 OPEN TRADE REPRESENTATION (JUN 2015)**

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

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

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

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

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

## **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 (FEB 2015)**

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

## **2.21 REJECTION/CANCELLATION (JAN 2004)**

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

## **2.22 RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

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

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

(d) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-2]

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

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

### **2.25 SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the

public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

#### **2.26 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]

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor.

The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

#### **2.28 VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

#### **2.29 WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

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

## **2. INSTRUCTIONS TO OFFERORS - B. SPECIAL INSTRUCTIONS**

#### **2.30 BIDDING INSTRUCTIONS (MODIFIED)**

Submit one (1) copy of the Offer only, which should be submitted as a hard copy in a sealed envelope, either delivered by mail or hand carried.

#### **2.31 CLARIFICATION (NOV 2007)**

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

#### **2.32 MAIL PICKUP (MODIFIED)**

The South Carolina Education Lottery picks up all mail from The US Postal Service daily around 3:30 p.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

### **2.33 OFFERING BY ITEM (JAN 2006)**

Offers may be submitted for one or more items. Failure to offer on all items within a lot will be reason for rejection. [02-2B085-1]

### **2.34 PREFERENCES - A NOTICE TO VENDORS (SEP 2009)**

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

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

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

### **2.36 PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)**

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

### **2.37 SAMPLES (MODIFIED)**

Free samples may be required for testing and/or evaluation. If requested, your failure to provide a sample will result in rejection of your offer. You must send your sample to the Procurement Officer under separate cover, mark the solicitation number on the outside of the shipping carton, and tag each sample with your name and other pertinent information. The Procurement Officer must receive your samples prior to opening date.



### **SAMPLE(S) REQUIRED AT BID OPENING**

One (1) actual/physical sample is required for each promotional Item with which you are submitting a bid.

- Actual samples may be any color- if requested color is unavailable prior to bid opening.
- Sample imprint/logo(s) are required on each actual sample; however, it does NOT have to be requested imprint/logo (i.e. SCEL or Powerball). Any color imprint is acceptable.
- All Samples **MUST BE CLEARLY MARKED AND LABELED** with name and address of Bidder (NOT the Manufacturer's name). Samples which are not clearly labeled with the Offeror's name may be deemed non-responsive.
- Samples **MUST BE RECEIVED** no later than 11AM ET on **July 9, 2019**.

#### **Send Samples To:**

SC Education Lottery  
Attention: Petrina F. Marsh, Sr. Procurement  
FY20 Promo1A IFB/Samples  
1333 Main Street, Suite 400  
Columbia, SC 29201

[02-2B130-1]

### **2.38 SUBMISSION OF QUESTIONS**

Any questions, comments, requests for information or clarifications regarding the IFB must be submitted in writing **no later than June 19, 2019 at 2PM EST**. Do NOT wait to assert deviations, exceptions, etc. to anything in this IFB until (or in) the submission of your bid. Anything that any Offeror would like to modify, seek clarifications on, or any other deviation, however modest, **MUST** be presented during the question and answer phase, considered and determined by SCEL before the submission date for all bids, so that all prospective Offerors will have a common and uniform basis upon which to submit its bids. Any written questions, requests for information or request for clarifications received will be responded to in the form of a written amendment to the IFB and e-mailed to all prospective Offerors. The amendment will also be posted at the following web address: <https://www.sceducationlottery.com/Lottery/Procurement>. All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific IFB section and paragraph number(s) to which the question refers. All questions, comments, requests for information or clarifications regarding this IFB should include the identity of the sender, firm name, mailing address, telephone number, and e-mail address. Email is the preferred method for submitting questions to the Procurement Officer with **"Questions: FY20 Promo1A"** as the subject of the email, and submitted to [Petrina.Marsh@sclot.com](mailto:Petrina.Marsh@sclot.com). Submit questions in an easily copied format such as MS Word. Please do not insert your questions into tables.

### **2.39 UNIT PRICES REQUIRED (JAN 2006)**

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

### 3. SCOPE OF WORK/SPECIFICATIONS

The purpose of this solicitation is to purchase new Promotional Items for SCEL as shown below and in Section 8-- Bidding Schedule (pages 30-38). **Award will be made for each of the eight (8) individual items.**

ITEM	DESCRIPTION	COLOR	QUANTITY
1	Little Thunder Tote	Navy Blue	3,002
2	Therm-O Super Square Insulated Tote	Red	3,002
3	Thank You Pen	Blue	4,002
4	LED Aluminum Flashlight	Blue	1,002
5	LED Aluminum Flashlight	Lime Green	1,002
6	Magnetic Memo Clip	Red (Translucent)	5,002
7	Charles Travel Tumbler	Black Tumbler w/Royal Blue Accent Lid	1,252
8	Charles Travel Tumbler	Black Tumbler w/Green Accent Lid	1,252

#### 3.1 GENERAL REQUIREMENTS

##### SAMPLE(S) REQUIRED AT BID OPENING

One (1) actual/physical Sample is required for each promotional Item with which you are submitting a bid.

- Actual samples may be any color- if requested color is unavailable prior to bid opening.
- Sample imprint/logo(s) are required on each actual sample; however, it does NOT have to be requested imprint/logo (i.e. SCEL or Powerball). Any color imprint is acceptable.
- All Samples **MUST BE CLEARLY MARKED AND LABELED** with name and address of Bidder (NOT the Manufacturer's name). Samples which are not clearly labeled with the Offeror's name may be deemed non-responsive.
- Samples **MUST BE RECEIVED** no later than 11AM ET on **July 9, 2019**.

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

**PRE-PRODUCTION PROOF:** One (1) Actual/Physical Pre-Production Proof of each item awarded must be submitted prior to start of final production: each pre-production proof must contain actual color and logo prior to the order being processed for production.

**FINAL PRODUCTION SAMPLES:** One (1) Actual/Physical Final Production sample of each item awarded must be delivered to SCEL Columbia Office Address when delivery for the full order is being made to the Blythewood Warehouse Address.

#### 3.2 DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

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

##### **BID/SAMPLE DELIVERY TO COLUMBIA OFFICE ADDRESS**

S.C. Education Lottery  
Attn: Petrina F. Marsh, Sr. Procurement  
FY20 Promo1A IFB/Samples  
1333 Main Street, Suite 400  
Columbia, SC 29201

**PRE-PRODUCTION PROOFS AND FINAL PRODUCTION SAMPLES/ COLUMBIA OFFICE ADDRESS**

S.C. Education Lottery  
Attn: Sales/Susan King  
1333 Main Street, Suite 400  
Columbia, SC 29201

**FINAL PRODUCTION DELIVERY/ BLYTHEWOOD WAREHOUSE ADDRESS**

S.C. Education Lottery  
c/o Scientific Games International  
Attn: Anitra Jennings (803) 447-1369  
120 North Point Court  
Blythewood, SC 29016

[03-3030-1]

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

Full Order should be delivered **no later than 3PM ET on Friday, August 16, 2019**. Partial deliveries may be considered. Contractor may request approval to deliver items prior to the delivery date.

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

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

#### 4. INFORMATION FOR OFFERORS TO SUBMIT

##### 4.1 INFORMATION FOR OFFERORS TO SUBMIT -- SPECIFIED (MAR 2015)

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

- ✓ **Cover Pages 1 and 2:** Vendor Information and Acknowledgement of Amendments;
- ✓ **Section 3.1--Page 18:** Sample Requirements with Submission of Bid;
- ✓ **Section 8.2--Pages 29-36:** SCEL Bidding Schedule Worksheets/Pricing Information;
- ✓ **Section 9, Attachment 1--Page 38:** SCEL Bid Pricing Summary Worksheet.

##### 4.2 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]

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## **5. QUALIFICATIONS**

### **5.1 QUALIFICATIONS OF OFFEROR (MARCH 2015)**

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

## **6. AWARD CRITERIA**

### **6.1 AWARD BY ITEM (JAN 2006)**

Award will be made by individual item. [06-6005-1]

### **6.2 AWARD CRITERIA-BIDS (JAN 2006)**

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

### **6.3 AWARD TO MULTIPLE OFFERORS (JAN 2006)**

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

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

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

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

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

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the 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]

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

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

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

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

### **7.4 CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order

or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

#### **7.5 DISPUTES (MODIFIED)**

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

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

#### **7.8 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]

#### **7.9 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]

#### **7.10 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]

#### **7.11 PAYMENT and INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the

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

#### **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]

### **7 TERMS AND CONDITIONS -- B. SPECIAL**

#### **7.18 CHANGES (JAN 2006)**

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

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

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

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

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

#### **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 DEFAULT-SHORT FORM (FEB 2015)**

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

#### **7.22 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]

#### **7.23 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]

#### **7.24 OWNERSHIP OF DATA & MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

#### **7.25 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]

#### **7.26 SHIPPING / RISK OF LOSS (JAN 2006)**

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

#### **7.27 TERMINATION FOR CONVENIENCE—SHORT FORM (JAN 2006)**

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material")

as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination.

The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

## **8. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

### **BIDDING SCHEDULE (NOV 2007)**

#### **8.1 BIDDING SCHEDULE INSTRUCTIONS**

**Bidders must include the following costs when preparing the Bidding Schedule for each item offered.**

Price per unit shall include the total cost for production and any/all additional fees for set-up, die charge, charges for proofs (actual pre-production/and final samples), and freight/shipping. The extended price shall be obtained by multiplying the unit price by the total quantity of each requested item. **TAXES MUST NOT BE INCLUDED.**

#### **\*IMPORTANT INFORMATION FOR ALL OFFERORS SUBMITTING A BID\***

The **BIDDING SCHEDULE WORKSHEETS** provided in Section 8.2 on pages 29-36 of this solicitation **AND** the **BID PRICING SUMMARY WORKSHEET** provided in Section 9—Attachment 1 on page 38 **MUST be completed for each item** with which you are submitting a bid.

**8.2 BIDDING SCHEDULE WORKSHEETS**

ITEM	QUANTITY	COLOR	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	3,002	NAVY BLUE	Each	\$ _____	\$ _____

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

**IMAGE OF LITTLE THUNDER TOTE**



**ITEM DESCRIPTION:** Little Thunder Tote [4imprint.com, Item #101326-1312, or similar product deemed acceptable by SCEL]. Tote bag features a spacious interior with an 8" gusset; a removable plastic insert that fits in the bottom of the bag for added support; and reinforced carrying handles measuring 20".

**QUANTITY:** 3,002

**COLOR:** Navy Blue

**SIZE:** 13" x 12" x 8"

**MATERIAL:** 100gsm non-woven polypropylene

**IMPRINT:** One-color (white) imprint with SCEL logo centered on one (1) side of the bag.

**IMPRINT AREA:** 8"H x 4 1/2"W (NOTE--LOGO must NOT be stretched to fit the allowed imprint area)

**SUGGESTED PACKAGING:** 100 Totes per box; 30 boxes (3,000 totes) to be delivered to Blythewood, SC warehouse address. For inventory purposes, all boxes delivered to Blythewood should contain the same number of items. Maximum box weight must not exceed 40lbs. One (1) actual pre-production proof and one (1) final production sample must be delivered to the Columbia Office Address.

**VENDOR RESPONSE FOR ITEM 1--LITTLE THUNDER TOTE (NAVY BLUE)**

**BRAND NAME & STYLE/ITEM NUMBER** \_\_\_\_\_

**TOTAL QUANTITY** \_\_\_\_\_

**COLOR\*** \_\_\_\_\_

\*If the requested color is out of stock, or is not available for the total quantity being requested, then BIDDERS MAY provide a substitute color(s) above. Please provide total quantity available for each substitute color listed.

**PACKAGING SPECIFICATIONS**

QTY/box: \_\_\_\_\_; Wt./box: \_\_\_\_\_; #Full boxes: \_\_\_\_\_; #Partial: \_\_\_\_\_

**DELIVERY SCHEDULE**

Meets Delivery Date for Full Shipment by 3PM on **AUGUST 16, 2019** (YES/NO): \_\_\_\_\_

**DELIVERY DAYS ARO (After Receipt of Order):** \_\_\_\_\_ days

**UNIT COST** \$ \_\_\_\_\_

**EXTENDED COST** \$ \_\_\_\_\_

**VENDOR PREFERENCE QUESTIONS**

**RESPONSE MANDATORY**  
(Multiple responses are not accepted)

**SC Resident Vendor Preference** as provided in Section 2 of this solicitation and §11-35-1524(C)(1)(i)(ii). For more information, visit <http://procurement.sc.gov/PS/PS-preferences.phtm>,

\_\_\_\_ YES  
\_\_\_\_ NO

**SC End-Product Preference** as provided in Section 2 and §11-35-1524(B)(2). Select "Yes" if product is made, manufactured or grown in SC. Select "No" if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

**US End-Product Preference** as provided in Section 2 and §11-35-1524(B)(1). Select "Yes" if product is made, manufactured or grown in the US. Select "No" if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

ITEM	QUANTITY	COLOR	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
2	3,002	RED	Each	\$ _____	\$ _____

Product Catg.: 57853 - Lottery Equipment and Supplies

**IMAGE OF THERM-O SUPER SQUARE INSULATED TOTE**



**ITEM DESCRIPTION:** Therm-O Super Square Insulated Tote [4imprint.com, Item #145087, or similar product deemed acceptable by SCEL]. Insulated tote features a wide opening zipper to make it easy to pack/unpack items; a removable plastic insert to help keep square shape; and reinforced carrying handles measuring 22".

**QUANTITY:** 3,002

**COLOR:** Red

**SIZE:** 15" x 13" x 10"

**MATERIAL:** 80gsm non-woven polypropylene

**IMPRINT:** One-color (white) imprint with Powerball logo and SCEL Website (SCEDUCATIONLOTTERY.COM) centered on (1) front side of the bag.

**IMPRINT AREA:** 7"H x 8"W (NOTE-- LOGOS must NOT be stretched to fit the allowed imprint area)

**SUGGESTED PACKAGING:** 100 Totes per box; 30 boxes (3,000 totes) to be delivered to Blythewood, SC warehouse address. For inventory purposes, all boxes delivered to Blythewood should contain the same number of items. Maximum box weight must not exceed 40lbs. One (1) actual pre-production proof and one (1) final production sample must be delivered to the Columbia Office Address.

**VENDOR RESPONSE FOR ITEM 2—THERM-O SUPER SQUARE INSULATED TOTE (RED)**

**BRAND NAME & STYLE/ITEM NUMBER** \_\_\_\_\_

**TOTAL QUANTITY** \_\_\_\_\_

**COLOR\*** \_\_\_\_\_

\*If the requested color is out of stock, or is not available for the total quantity being requested, then BIDDERS MAY provide a substitute color(s) above. Please provide total quantity available for each substitute color listed.

**PACKAGING SPECIFICATIONS**

QTY/box: \_\_\_\_\_; Wt./box: \_\_\_\_\_; #Full boxes: \_\_\_\_\_; #Partial: \_\_\_\_\_

**DELIVERY SCHEDULE**

Meets Delivery Date for Full Shipment by 3PM on **AUGUST 16, 2019** (YES/NO): \_\_\_\_\_

**DELIVERY DAYS ARO (After Receipt of Order):** \_\_\_\_\_ days

**UNIT COST** \$ \_\_\_\_\_

**EXTENDED COST** \$ \_\_\_\_\_

**VENDOR PREFERENCE QUESTIONS**

**RESPONSE MANDATORY**  
(Multiple responses are not accepted)

**SC Resident Vendor Preference** as provided in Section 2 of this solicitation and §11-35-1524(C)(1)(i)(ii). For more information, visit <http://procurement.sc.gov/PS/PS-preferences.phtm>,

\_\_\_\_ YES  
\_\_\_\_ NO

**SC End-Product Preference** as provided in Section 2 and §11-35-1524(B)(2). Select "Yes" if product is made, manufactured or grown in SC. Select "No" if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

**US End-Product Preference** as provided in Section 2 and §11-35-1524(B)(1). Select "Yes" if product is made, manufactured or grown in the US. Select "No" if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

ITEM	QUANTITY	COLOR	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
3	4,002	BLUE	Each	\$ _____	\$ _____

Product Catg.: 57853 - Lottery Equipment and Supplies

IMAGE OF THANK YOU PENS



**ITEM DESCRIPTION:** Thank You Pens [primeline.com, Item #PL-1838, or similar product deemed acceptable by SCEL]. ABS Plastic click pen with white standard barrel and soft TPR grip (Blue) featuring the engraved words "THANKS!" and writes in black ink.

**QUANTITY:** 4,002

**COLOR:** Pen—White standard barrel with Blue grip; Ink Color-- Black ink medium point.

**SIZE:** 5 ½"L x ½" Diameter

**MATERIAL:** ABS Plastic and TPR Grip

**IMPRINT:** One-color (Blue to match Blue Grip) standard pad print with SCEL logo centered on one (1) location of barrel.

**IMPRINT AREA:** ¼"H x 1 ½"W (NOTE--LOGO must NOT be stretched to fit the allowed imprint area)

**SUGGESTED PACKAGING:** 4,000 Blue "Thank You" Pens to be packaged 1,000 per box (4 BXS) and delivered to Blythewood, SC warehouse address. For inventory purposes, all boxes delivered to Blythewood should contain the same number of items. Maximum box weight must not exceed 40lbs. One (1) actual pre-production proof and one (1) final production sample must be delivered to the Columbia Office Address.

**VENDOR RESPONSE FOR ITEM 3—THANK YOU PENS (BLUE)**

**BRAND NAME & STYLE/ITEM NUMBER** \_\_\_\_\_

**TOTAL QUANTITY** \_\_\_\_\_

**COLOR\*** \_\_\_\_\_

\*If the requested color is out of stock, or is not available for the total quantity being requested, then BIDDERS MAY provide a substitute color(s) above. Please provide total quantity available for each substitute color listed.

**PACKAGING SPECIFICATIONS**

QTY/box: \_\_\_\_\_; Wt./box: \_\_\_\_\_; #Full boxes: \_\_\_\_\_; #Partial: \_\_\_\_\_

**DELIVERY SCHEDULE**

Meets Delivery Date for Full Shipment by 3PM on **AUGUST 16, 2019** (YES/NO): \_\_\_\_\_

**DELIVERY DAYS ARO (After Receipt of Order):** \_\_\_\_\_ days

**UNIT COST** \$ \_\_\_\_\_

**EXTENDED COST** \$ \_\_\_\_\_

**VENDOR PREFERENCE QUESTIONS**

**RESPONSE MANDATORY**  
(Multiple responses are not accepted)

**SC Resident Vendor Preference** as provided in Section 2 of this solicitation and §11-35-1524(C)(1)(i)(ii). For more information, visit <http://procurement.sc.gov/PS/PS-preferences.phtm>,

\_\_\_\_ YES  
\_\_\_\_ NO

**SC End-Product Preference** as provided in Section 2 and §11-35-1524(B)(2). Select "Yes" if product is made, manufactured or grown in SC. Select "No" if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

**US End-Product Preference** as provided in Section 2 and §11-35-1524(B)(1). Select "Yes" if product is made, manufactured or grown in the US. Select "No" if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

ITEM	QUANTITY	COLOR	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
4	1,002	BLUE	Each	\$ _____	\$ _____

Product Catg.: 57853 - Lottery Equipment and Supplies

**IMAGE OF LED ALUMINUM FLASHLIGHT (BLUE)**



**ITEM DESCRIPTION:** LED Aluminum Flashlight [garrettspecialties.com, Item #1087-306362, or similar product deemed acceptable by SCEL]. Features a blue, lightweight bodied flashlight with rich enamel finish and metallic silver accent; decorative dimple and ribbed accents; 9 bright white LED bulbs, easy-to-use big black push button with black strap and batteries. **Batteries and flashlight must be individually packaged in white gift box.**

**QUANTITY:** 1,002

**COLOR:** BLUE with Metallic Silver Accent

**SIZE:** 3 ½”H x 15/16” diameter

**MATERIAL:** Aluminum body

**IMPRINT:** One-color (White) imprint, laser-engraved with SCEL logo centered on (1) middle portion of flashlight.

**IMPRINT AREA:** ½”H x 1 ½”W (NOTE-- LOGO must NOT be stretched to fit the allowed imprint area)

**SUGGESTED PACKAGING:** 1,000 flashlight and battery sets (individually packaged in white gift box) at 200 flashlight gift box sets per carton (5 CTNS) to be delivered to Blythewood, SC warehouse address. For inventory purposes, all boxes delivered to Blythewood should contain the same number of items. Maximum box weight must not exceed 40lbs. One (1) actual pre-production proof and one (1) final production sample must be delivered to the Columbia Office Address.

**VENDOR RESPONSE FOR ITEM 4— LED ALUMINUM FLASHLIGHT (BLUE)**

**BRAND NAME & STYLE/ITEM NUMBER** \_\_\_\_\_

**TOTAL QUANTITY** \_\_\_\_\_

**COLOR\*** \_\_\_\_\_

\*If the requested color is out of stock, or is not available for the total quantity being requested, then BIDDERS MAY provide a substitute color(s) above. Please provide total quantity available for each substitute color listed.

**PACKAGING SPECIFICATIONS**

QTY/box: \_\_\_\_\_; Wt./box: \_\_\_\_\_; #Full boxes: \_\_\_\_\_; #Partial: \_\_\_\_\_

**DELIVERY SCHEDULE**

Meets Delivery Date for Full Shipment by 3PM on **AUGUST 16, 2019** (YES/NO): \_\_\_\_\_

**DELIVERY DAYS ARO (After Receipt of Order):** \_\_\_\_\_ days

**UNIT COST** \$ \_\_\_\_\_

**EXTENDED COST** \$ \_\_\_\_\_

**VENDOR PREFERENCE QUESTIONS**

**RESPONSE MANDATORY**  
(Multiple responses are not accepted)

**SC Resident Vendor Preference** as provided in Section 2 of this solicitation and §11-35-1524(C)(1)(i)(ii). For more information, visit <http://procurement.sc.gov/PS/PS-preferences.phtm>,

\_\_\_\_ YES  
\_\_\_\_ NO

**SC End-Product Preference** as provided in Section 2 and §11-35-1524(B)(2). Select “Yes” if product is made, manufactured or grown in SC. Select “No” if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

**US End-Product Preference** as provided in Section 2 and §11-35-1524(B)(1). Select “Yes” if product is made, manufactured or grown in the US. Select “No” if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO



ITEM	QUANTITY	COLOR	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
5	1,002	GREEN	Each	\$ _____	\$ _____

Product Catg.: 57853 - Lottery Equipment and Supplies

**IMAGE OF LED ALUMINUM FLASHLIGHT (LIME GREEN)**



**ITEM DESCRIPTION:** LED Aluminum Flashlight [garrettspecialties.com, Item #1087-306362, or similar product deemed acceptable by SCEL]. Features a lime colored, lightweight bodied flashlight with rich enamel finish and metallic silver accent; decorative dimple and ribbed accents; 9 bright white LED bulbs, easy-to-use big black push button with black strap and batteries. **Batteries and flashlight must be individually packaged in white gift box.**

**QUANTITY:** 1,002

**COLOR:** LIME GREEN with Metallic Silver Accent

**SIZE:** 3 ½”H x 1 5/16” diameter

**MATERIAL:** Aluminum body

**IMPRINT:** One-color (White) imprint, laser-engraved with SCEL logo centered on (1) middle portion of flashlight.

**IMPRINT AREA:** ½”H x 1 ½”W (**NOTE--** LOGOS must NOT be stretched to fit the allowed imprint area)

**SUGGESTED PACKAGING:** 1,000 flashlight and battery sets (individually packaged in white gift box) at 200 flashlight gift box sets per carton (5 CTNS) to be delivered to Blythewood, SC warehouse address. For inventory purposes, all boxes delivered to Blythewood should contain the same number of items. Maximum box weight must not exceed 40lbs. One (1) actual pre-production proof and one (1) final production sample must be delivered to the Columbia Office Address.

**VENDOR RESPONSE FOR ITEM 5— LED ALUMINUM FLASHLIGHT (LIME GREEN)**

**BRAND NAME & STYLE/ITEM NUMBER** \_\_\_\_\_

**TOTAL QUANTITY** \_\_\_\_\_

**COLOR\*** \_\_\_\_\_

\*If the requested color is out of stock, or is not available for the total quantity being requested, then BIDDERS MAY provide a substitute color(s) above. Please provide total quantity available for each substitute color listed.

**PACKAGING SPECIFICATIONS**

QTY/box: \_\_\_\_\_; Wt./box: \_\_\_\_\_; #Full boxes: \_\_\_\_\_; #Partial: \_\_\_\_\_

**DELIVERY SCHEDULE**

Meets Delivery Date for Full Shipment by 3PM on **AUGUST 16, 2019** (YES/NO): \_\_\_\_\_

**DELIVERY DAYS ARO (After Receipt of Order):** \_\_\_\_\_ days

**UNIT COST** \$ \_\_\_\_\_

**EXTENDED COST** \$ \_\_\_\_\_

**VENDOR PREFERENCE QUESTIONS**

**RESPONSE MANDATORY**  
(Multiple responses are not accepted)

**SC Resident Vendor Preference** as provided in Section 2 of this solicitation and §11-35-1524(C)(1)(i)(ii). For more information, visit <http://procurement.sc.gov/PS/PS-preferences.phtm>,

\_\_\_\_ YES  
\_\_\_\_ NO

**SC End-Product Preference** as provided in Section 2 and §11-35-1524(B)(2). Select “Yes” if product is made, manufactured or grown in SC. Select “No” if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

**US End-Product Preference** as provided in Section 2 and §11-35-1524(B)(1). Select “Yes” if product is made, manufactured or grown in the US. Select “No” if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

ITEM	QUANTITY	COLOR	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
6	5,002	TRANSLUCENT RED	Each	\$ _____	\$ _____

Product Catg.: 57853 - Lottery Equipment and Supplies

**IMAGE OF MAGNETIC MEMO CLIP (RED)**



**ITEM DESCRIPTION:** Magnetic Memo Clip [anypromo.com, Item #689267, or similar product deemed acceptable by SCEL]. Magnetic clip features extra strong clip spring and magnet for holding chip bags or notes.

**QUANTITY:** 5,002

**COLOR:** TRANSLUCENT RED

**SIZE:** 2 7/8" H x 2" W

**MATERIAL:** Plastic

**IMPRINT:** One-color (white) imprint with Powerball logo and SCEL web address (SCEDUCATIONLOTTERY.COM) centered on (1) front side of the clip.

**IMPRINT AREA:** 1 1/4" H x 1 1/4" W (front center). (NOTE-- LOGOS must NOT be stretched to fit the allowed imprint area)

**SUGGESTED PACKAGING:** 5,000 magnetic memo clips to be packaged 200 per box (25 BXS) and delivered to Blythewood, SC warehouse address. For inventory purposes, all boxes delivered to Blythewood should contain the same number of items. Maximum box weight must not exceed 40lbs. One (1) actual pre-production proof and one (1) final production sample must be delivered to the Columbia Office Address.

**VENDOR RESPONSE FOR ITEM 6— MAGNETIC MEMO CLIP (TRANSLUCENT RED)**

**BRAND NAME & STYLE/ITEM NUMBER** \_\_\_\_\_

**TOTAL QUANTITY** \_\_\_\_\_

**COLOR\*** \_\_\_\_\_

\*If the requested color is out of stock, or is not available for the total quantity being requested, then BIDDERS MAY provide a substitute color(s) above. Please provide total quantity available for each substitute color listed.

**PACKAGING SPECIFICATIONS**

QTY/box: \_\_\_\_\_; Wt./box: \_\_\_\_\_; #Full boxes: \_\_\_\_\_; #Partial: \_\_\_\_\_

**DELIVERY SCHEDULE**

Meets Delivery Date for Full Shipment by 3PM on **AUGUST 16, 2019** (YES/NO): \_\_\_\_\_

**DELIVERY DAYS ARO (After Receipt of Order):** \_\_\_\_\_ days

**UNIT COST** \$ \_\_\_\_\_

**EXTENDED COST** \$ \_\_\_\_\_

**VENDOR PREFERENCE QUESTIONS**

**RESPONSE MANDATORY**  
(Multiple responses are not accepted)

**SC Resident Vendor Preference** as provided in Section 2 of this solicitation and §11-35-1524(C)(1)(i)(ii). For more information, visit <http://procurement.sc.gov/PS/PS-preferences.phtm>,

\_\_\_\_ YES  
\_\_\_\_ NO

**SC End-Product Preference** as provided in Section 2 and §11-35-1524(B)(2). Select "Yes" if product is made, manufactured or grown in SC. Select "No" if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

**US End-Product Preference** as provided in Section 2 and §11-35-1524(B)(1). Select "Yes" if product is made, manufactured or grown in the US. Select "No" if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

ITEM	QUANTITY	COLOR	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
7	1,252	Black w/Royal Blue	Each	\$ _____	\$ _____

Product Catg.: 57853 - Lottery Equipment and Supplies

**IMAGE OF CHARLES TRAVEL TUMBLER (BLACK TUMBLER W/ROYAL BLUE ACCENT LID)**



**ITEM DESCRIPTION:** Charles Travel Tumbler [4imprint.com, Item #145326, or similar product deemed acceptable by SCEL]. Tumbler features a contoured matte black exterior with a vibrant color accent around the lid. Includes a double wall and stainless steel exterior with plastic liner and screw on drink through lid with a flip top. For use with hot or cold drinks.

**QUANTITY:** 1,252

**COLOR:** Tumbler--Black with royal blue accent around the lid; Lid-- Black with royal blue flip top to match the accent rim

**SIZE:** Holds 16 ounces of fluid

**MATERIAL:** Tumbler-- Stainless steel exterior, double-wall plastic liner; Lid-- Plastic

**IMPRINT:** One-color (White) imprint with SCEL logo centered on one (1) side.

**IMPRINT AREA:** 2.5"H x 3"W (front center) (NOTE-- LOGO must NOT be stretched to fit the allowed imprint area)

**SUGGESTED PACKAGING:** 1,250 Charles Travel Tumblers (Black Tumbler w/Royal Blue Accent Lid) to be packaged 25 per box (50 BXS) and delivered to Blythewood, SC warehouse address. For inventory purposes, all boxes delivered to Blythewood should contain the same number of items. Maximum box weight must not exceed 40lbs. One (1) actual pre-production proof and one (1) final production sample must be delivered to the Columbia Office Address.

**VENDOR RESPONSE FOR ITEM 7— CHARLES TRAVEL TUMBLER (BLACK TUMBLER W/ROYAL BLUE ACCENT LID)**

**BRAND NAME & STYLE/ITEM NUMBER** \_\_\_\_\_

**TOTAL QUANTITY** \_\_\_\_\_

**COLOR\*** \_\_\_\_\_

\*If the requested color is out of stock, or is not available for the total quantity being requested, then BIDDERS MAY provide a substitute color(s) above. Please provide total quantity available for each substitute color listed.

**PACKAGING SPECIFICATIONS**

QTY/box: \_\_\_\_\_; Wt./box: \_\_\_\_\_; #Full boxes: \_\_\_\_\_; #Partial: \_\_\_\_\_

**DELIVERY SCHEDULE**

Meets Delivery Date for Full Shipment by 3PM on **AUGUST 16, 2019** (YES/NO): \_\_\_\_\_

**DELIVERY DAYS ARO (After Receipt of Order):** \_\_\_\_\_ days

**UNIT COST** \$ \_\_\_\_\_

**EXTENDED COST** \$ \_\_\_\_\_

**VENDOR PREFERENCE QUESTIONS**

**RESPONSE MANDATORY**  
(Multiple responses are not accepted)

**SC Resident Vendor Preference** as provided in Section 2 of this solicitation and §11-35-1524(C)(1)(i)(ii). For more information, visit <http://procurement.sc.gov/PS/PS-preferences.phtm>,

\_\_\_\_ YES  
\_\_\_\_ NO

**SC End-Product Preference** as provided in Section 2 and §11-35-1524(B)(2). Select "Yes" if product is made, manufactured or grown in SC. Select "No" if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

**US End-Product Preference** as provided in Section 2 and §11-35-1524(B)(1). Select "Yes" if product is made, manufactured or grown in the US. Select "No" if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

ITEM	QUANTITY	COLOR	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
8	1,252	BLACK w/ GREEN	Each	\$ _____	\$ _____

Product Catg.: 57853 - Lottery Equipment and Supplies

**IMAGE OF CHARLES TRAVEL TUMBLER (BLACK TUMBLER W/GREEN ACCENT LID)**



**ITEM DESCRIPTION:** Charles Travel Tumbler [4imprint.com, Item #145326, or similar product deemed acceptable by SCEL]. Tumbler features a contoured matte black exterior with a vibrant color accent around the lid. Includes a double wall and stainless steel exterior with plastic liner and screw on drink through lid with a flip top. For use with hot or cold drinks.

**QUANTITY:** 1,252

**COLOR:** Tumbler--Black with green accent around the lid; Lid-- Black with green flip top to match the accent rim

**SIZE:** Holds 16 ounces of fluid

**MATERIAL:** Tumbler-- Stainless steel exterior, double-wall plastic liner; Lid-- Plastic

**IMPRINT:** One-color (White) imprint with SCEL logo centered on one (1) side.

**IMPRINT AREA:** 2.5”H x 3”W (front center) (NOTE-- LOGO must NOT be stretched to fit the allowed imprint area)

**SUGGESTED PACKAGING:** 1,250 Charles Travel Tumblers (Black Tumbler w/Green Accent Lid) to be packaged 25 per box (50 BXS) delivered to Blythewood, SC warehouse address. For inventory purposes, all boxes delivered to Blythewood should contain the same number of items. Maximum box weight must not exceed 40lbs. One (1) actual pre-production proof and one (1) final production sample must be delivered to the Columbia Office Address.

**VENDOR RESPONSE FOR ITEM 8— CHARLES TRAVEL TUMBLER (BLACK TUMBLER W/GREEN ACCENT LID)**

**BRAND NAME & STYLE/ITEM NUMBER** \_\_\_\_\_

**TOTAL QUANTITY** \_\_\_\_\_

**COLOR\*** \_\_\_\_\_

\*If the requested color is out of stock, or is not available for the total quantity being requested, then BIDDERS MAY provide a substitute color(s) above. Please provide total quantity available for each substitute color listed.

**PACKAGING SPECIFICATIONS**

QTY/box: \_\_\_\_\_; Wt./box: \_\_\_\_\_; #Full boxes: \_\_\_\_\_; #Partial: \_\_\_\_\_

**DELIVERY SCHEDULE**

Meets Delivery Date for Full Shipment by 3PM on **AUGUST 16, 2019** (YES/NO): \_\_\_\_\_

**DELIVERY DAYS ARO (After Receipt of Order):** \_\_\_\_\_ days

**UNIT COST** \$ \_\_\_\_\_

**EXTENDED COST** \$ \_\_\_\_\_

**VENDOR PREFERENCE QUESTIONS**

**RESPONSE MANDATORY**  
(Multiple responses are not accepted)

**SC Resident Vendor Preference** as provided in Section 2 of this solicitation and §11-35-1524(C)(1)(i)(ii). For more information, visit <http://procurement.sc.gov/PS/PS-preferences.phtm>,

\_\_\_\_ YES  
\_\_\_\_ NO

**SC End-Product Preference** as provided in Section 2 and §11-35-1524(B)(2). Select “Yes” if product is made, manufactured or grown in SC. Select “No” if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

**US End-Product Preference** as provided in Section 2 and §11-35-1524(B)(1). Select “Yes” if product is made, manufactured or grown in the US. Select “No” if preference is NOT being claimed.

\_\_\_\_ YES  
\_\_\_\_ NO

## **9. ATTACHMENTS TO SOLICITATION**

The following documents are attached to this solicitation:

- Attachment 1 Bid Pricing Summary Worksheet
- Attachment 2 SCEL Artwork
- Attachment 3 Important Tax Notice – Nonresidents Only
- Attachment 4 Offeror’s Checklist




BID PRICING SUMMARY WORKSHEET  
 SCEL FY20 PROMO 1A IFB

SOUTH CAROLINA EDUCATION LOTTERY			OFFEROR'S NAME _____		
ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	Preferences RVP / SC END / US END
1	Little Thunder Tote—Navy Blue	3,002		\$-	
2	Therm-O Super Square Insulated Tote—Red	3,002		\$-	
3	Thank You Pen--Blue	4,002		\$-	
4	LED Aluminum Flashlight--Blue	1,002		\$-	
5	LED Aluminum Flashlight—Lime Green	1,002		\$-	
6	Magnetic Memo Clip—Translucent Red	5,002		\$-	
7	Charles Travel Tumbler—16 oz. Black Tumbler with Royal Blue Accent Lid	1,252		\$-	
8	Charles Travel Tumbler—16 oz. Black Tumbler with Green Accent Lid	1,252		\$-	
	<b>TOTAL</b>			\$-	



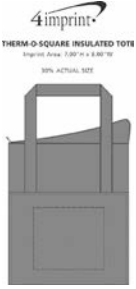
**ATTACHMENT 2**

**SCEL ARTWORK**



**ITEM 1: LITTLE THUNDER TOTE**

SAMPLE IMAGE	SCEL LOGO—1-COLOR (MUST BE WHITE)  (BLACK COLOR BELOW IS FOR SAMPLE PURPOSES ONLY)	IMPRINT AREA (SAMPLE ILLUSTRATION)
		



**ITEM 2: THERM-O SUPER SQUARE INSULATED TOTE**

SAMPLE IMAGE	POWERBALL LOGO & SCEDUCATIONLOTTERY.COM: 1- COLOR (MUST BE WHITE)  (BLACK COLOR BELOW IS FOR SAMPLE PURPOSES ONLY)	IMPRINT AREA (SAMPLE ILLUSTRATION)
	 <p data-bbox="699 1860 1052 1892">SCEDUCATIONLOTTERY.COM</p>	



**ITEM 3: THANK YOU PEN**

SAMPLE IMAGE	SCEL LOGO--1-COLOR (MUST BE BLUE TO MATCH BLUE GRIP)  (BLACK COLOR BELOW IS FOR SAMPLE PURPOSES ONLY)	IMPRINT AREA
		<p><b>Location:</b> Center Barrel (Standard)  <b>Imprint Method:</b> Standard Pad Print  <b>Imprint Area:</b> 1 ½" W x ¼" H</p>

**ITEM 4: LED ALUMINUM FLASHLIGHT—BLUE**



SAMPLE IMAGE	SCEL LOGO—1-COLOR (MUST BE WHITE)  (BLACK COLOR BELOW IS FOR SAMPLE PURPOSES ONLY)	IMPRINT AREA
		<p><b>Location:</b> Middle Portion  <b>Imprint Method:</b> Laser Engraved  <b>Imprint Area:</b> 1/2" H x 1-1/8" W</p>

**ITEM 5: LED ALUMINUM FLASHLIGHT—LIME GREEN**




SAMPLE IMAGE	SCEL LOGO—1-COLOR (MUST BE WHITE)  (BLACK COLOR BELOW IS FOR SAMPLE PURPOSES ONLY)	IMPRINT AREA
		<p><b>Location:</b> Middle Portion  <b>Imprint Method:</b> Laser Engraved  <b>Imprint Area:</b> 1/2" H x 1-1/8" W</p>






**ITEM 6: MAGNETIC MEMO CLIP—TRANSLUCENT RED**

SAMPLE IMAGE	POWERBALL LOGO & SCEDUCATIONLOTTERY.COM: 1- COLOR (MUST BE WHITE)  (BLACK COLOR BELOW IS FOR SAMPLE PURPOSES ONLY)	IMPRINT AREA
		<p><b>Location:</b> Middle Portion</p> <p><b>Imprint Method:</b> Laser Engraved</p> <p><b>Imprint Area:</b> 1 ¼" H x 1 ¼" W</p>

**ITEM 7: CHARLES TRAVEL TUMBLER—BLACK TUMBLER WITH BLUE ACCENT LID**

SAMPLE IMAGE	SCEL LOGO—1-COLOR (MUST BE WHITE)  (BLACK COLOR BELOW IS FOR SAMPLE PURPOSES ONLY)	IMPRINT AREA (SAMPLE ILLUSTRATION)
		 <p>4imprint CHARLES TRAVEL TUMBLER - 16 OZ Imprint Area: 2 3/4" x 5 1/2"</p>

**ITEM 8: CHARLES TRAVEL TUMBLER—BLACK TUMBLER WITH GREEN ACCENT LID**

SAMPLE IMAGE	SCEL LOGO—1-COLOR (MUST BE WHITE)  (BLACK COLOR BELOW IS FOR SAMPLE PURPOSES ONLY)	IMPRINT AREA (SAMPLE ILLUSTRATION)
		 <p>4imprint CHARLES TRAVEL TUMBLER - 16 OZ Imprint Area: 2 3/4" x 5 1/2"</p>

## ATTACHMENT 3

### IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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



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

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

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

1. Name of Nonresident Taxpayer: \_\_\_\_\_
2. Trade Name, if applicable (Doing Business As):  
 \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Federal Identification Number: \_\_\_\_\_
5. \_\_\_\_\_ Hiring or Contracting with:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_
- \_\_\_\_\_ Receiving Rentals or Royalties From:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_
- \_\_\_\_\_ Beneficiary of Trusts and Estates:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):  
 The South Carolina Secretary of State or  
 The South Carolina Department of Revenue  
 Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

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

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

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

If Corporate officer state title: \_\_\_\_\_

\_\_\_\_\_  
 (Name - Please Print)

## ATTACHMENT 4

### OFFEROR'S CHECKLIST

#### *AVOID COMMON PROPOSAL MISTAKES*

Review this checklist prior to submitting your proposal. If you fail to follow this checklist, you risk having your proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. *DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!*
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! AS THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.