



S.C. Education Lottery  
Finance Department  
Attn: SCEL Procurement  
1333 Main St., 4<sup>th</sup> Floor  
Columbia, SC 29201  
Phone (803) 737-2002/ Fax (803) 737-0047/Email: Procurement@sclot.com

**REQUEST FOR QUOTATION** (This is not an order)

Date Posted: **Thursday, 9/25/2014**

Inquiries/Questions must be received by: **Thursday, 10/02/2014, at 11:00 a.m. ET**

**All Answers will be posted on SCEL's website by: Friday, 10/03/2014**

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

Quotation must be received by: **Friday, 10/10/2014, at 11 a.m. ET**

**Late bids NOT accepted.**

Send Quotations/Samples/Inquiries/Questions to above address, email, or fax to:

**Attention: SCEL Procurement**

**Procurement@sclot.com / Phone (803) 737-2002 / Fax (803) 737-0047**

Solicitation number (write on outside of envelope): **Curbside Signs FY15 RFQ**

Commodities: **300 or 600 curbside signs and stands with FG Hardware**

**Inquiries/Questions must be received by: Thursday, October 2, 2014, at 11 a.m. ET**

**Bid Due Date: Friday, Oct. 10, 2014, at 11 a.m. ET. Late bids will NOT be considered.**

**Award Issued: Wednesday, October 15, 2014.**

**First Delivery Due Date: Week of Dec. 8, no later than noon ET on Friday, Dec. 12, 2014. Second**

**and Final Delivery Due Date: Week of January 26, no later than noon on Friday, January 30, 2015.**

Note: See attached sheets for preference clauses and provisions, certification and authorization, special conditions, and specifications and bidding schedule.

This section must be completed by the vendor.

Vendor Name:

Area Code/Telephone Number/Fax:

Mailing Address:

City:

State:

Zip Code:

FEIN/SSN:

**SOUTH CAROLINA PROCUREMENT PREFERENCES  
CLAUSES & PROVISIONS TO IMPLEMENT 2009 Act No. 72**

[Clause numbers have not yet been assigned.]

**New Clauses for Part IIB**

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)]

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).

**Please check the appropriate box below.**

**South Carolina (In-State) Resident Vendor**

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

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**Non-Resident Vendor**

**SOUTH CAROLINA PROCUREMENT PREFERENCES (CONTINUED)**  
**CLAUSES & PROVISIONS TO IMPLEMENT 2009 Act No. 72**  
[Clause numbers have not yet been assigned.]

**New Clauses for Part IIB**

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.

**Please check the appropriate box below if it applies.**

**South Carolina End- Product**

**U.S. End- Product**

**CERTIFICATION AND AUTHORIZATION**

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. I agree, if this quotation is accepted within 60 days from date of closing, to furnish any and all items/services at the price quoted.

Authorized Signature \_\_\_\_\_

Print or Type Name and Title \_\_\_\_\_

**SOUTH CAROLINA EDUCATION LOTTERY  
SOLICITATION NUMBER: RFQ Promo 1 FY14**

**Purpose and Scope of Work:**

**Special Conditions**

1. **Award:** The Contract will be awarded to the lowest responsible and responsive bidder.

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

Please Note: *Warehouse staff is only available to accept deliveries every other week.* **The preferred pallet size is 4'W x 4'L x 4'T.** Please ensure delivery will be this pallet size.

As the Blythewood warehouse is approximately 16 miles from the Columbia Office, final samples must be sent to the Main Street address. Receiving final samples provides Procurement Staff the opportunity to view and approve the solicited items quickly, which in turn ensures the invoice will be approved expediently.

3. **Invoicing:** The invoice must be itemized. Please email the invoice to [Accounts.Payable@sclot.com](mailto:Accounts.Payable@sclot.com) or send to the address on page one (1) of this RFQ.

4. **Contact:** The contact listed on page one (1) of this RFQ and is the only SCEL employee authorized to discuss this solicitation prior to award. Email: [Procurement@SCLot.com](mailto:Procurement@SCLot.com) or **Fax (803) 737-0047.**

5. **Sample Request:** SCEL requests samples from each bidder's current inventory for the purpose of inspecting design and quality. All samples must be labeled with the bidder's name.

6. **Pre-Production Proof:** An actual pre-production proof of each color is required prior to the order being processed for production. If there will be a charge for the press time necessary to produce the pre-production proof, please specify the charge in the bidding schedule.

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

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

9. **Overruns/Underruns:** *Overruns or underruns will be based on the quantity ordered and shall not exceed 2.5%. SCEL will only pay for overruns up to 2.5%.*

10. **Performance Time Frame:** Requested delivery time is listed in the specifications and bidding schedule.

## 11. New Clause for Part VIIB

**SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009):** If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

**12. DEFAULT – SHORT FORM (JAN 2006):** 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 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. [07-7B080-1]



**Set-up/Proof/Other Charge:** \$ \_\_\_\_\_ \$ \_\_\_\_\_  
**Subtotal:** \$ \_\_\_\_\_ \$ \_\_\_\_\_  
**Shipping:** \$ \_\_\_\_\_ \$ \_\_\_\_\_  
**Quote Total:** \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Delivery Days ARO (After Receipt of Order)** \_\_\_\_\_ days \_\_\_\_\_ days

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

**NOTE: Partial deliveries will be accepted,** as long as: 1) The first shipment must consist of a minimum of forty percent (40%) of the order (120 boxes if 300 signs and stands are purchased OR 240 boxes if 600 signs and stands are purchased) AND 2) The second and final shipment must be completed within ten (10) weeks of the stated delivery date of Friday, December 12, 2014. The second and final delivery would be the week of January 26, no later than noon on Friday, January 30, 2015.

**ACKNOWLEDGMENT OF AMENDMENTS:**

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

| Amendment No. | Amendment Issue Date: | Amendment No. | Amendment Issue Date: | Amendment No. | Amendment Issue Date: | Amendment No. | Amendment Issue Date: |
|---------------|-----------------------|---------------|-----------------------|---------------|-----------------------|---------------|-----------------------|
|               |                       |               |                       |               |                       |               |                       |
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Should you have additional questions, please send them in writing to:

[Procurement@sclot.com](mailto:Procurement@sclot.com)

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

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

**FREQUENTLY ASKED QUESTIONS**  
**ALL PROCUREMENTS ABOVE \$10,000 TO \$50,000:**

**Question 1**

**Q: The first page states: “Late bids NOT accepted.” How late can a quote be, to be accepted?**

**A:** Under the South Carolina Procurement Code bids received after the time for bids to be opened CANNOT be accepted. Unlike in the private sector, in the public sector bids must be received by the time provided to be considered.

**Question 2**

**Q: Will SCEL pay for an overage of 10 percent?**

**A: No.** According to the South Carolina Government Printing Services Manual, (<http://procurement.sc.gov/PS/agency/PS-agency-procurement-forms.phtm>), published by the Budget and Control Board’s Office of General Services, on page 7, item number 11:

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

**Question 3**

**Q: Should a sample be included with the bid? Is a pre-production proof requested?**

**A: No,** a metal sample is NOT needed at the time the bid is presented. Once the solicitation is awarded, prior to production, the winning vendor must submit a pre-production proof and have the proof approved. The purpose of the metal pre-production proof is to ensure the accuracy of the artwork and the quality of the aluminum.

At the time the 300 or 600 curbside signs and stands are delivered to the Blythewood warehouse, one (1) final sample should be sent to the Columbia office. As SCEL’s office is about 16 miles from the warehouse, receiving a separate final sample allows staff to approve the final product and expedites paying the invoice.

**Question 4**

**Q: When will the RFQ be awarded?**

**A:** Procurement Staff anticipates the award will be posted on the SCEL Procurement Webpage on or before Wednesday, October 15, 2014.

**Question 5**

**Q: Has the sign been solicited previously? If so, how many and at what cost?**

**A:** The last curbside sign solicitation was posted on the SCEL Procurement Webpage on July 2, 2012. The RFQ requested pricing for 300 and 600 signs. The award was made for 600 signs at a cost of \$32,683 without taxes.

Signs were also solicited on 3/10/11 and 10/20/11. Those solicitations are still on the SCEL Procurement Webpage.

**Question 6**

**Q: What is FG hardware?**



A: FG hardware refers to whatever implements should be included with the signs and stand kit to facilitate putting the stand and sign together, i.e. the hardware that allows the user to construct the finished product.

#### **Question 7**

**Q: Is this a simple real estate type sign or is there an example I can look at? What do you mean by “restrictor plate”? Also, what do you mean by “restrictor plate support” and “black trim lock”?**

**A:** Please see the picture (below) of the “Play Here” Curbside Sign and Stand (Street Talker). The picture includes labeling of the “black trim lock” and the “metal restrictor support plate.” The aluminum sign is banded in black trim lock. The sign slides into a restrictor plate that holds the sign upright when attached to the two leg pieces. The two pieces of the stand (the fixed legs) are held together with screws through the first half of the stand, through the restrictor plate with the sign sandwiched in the middle, and finally through the second half of the stand the screws are bolted to hold the stand approximately three to four inches above the ground. The art has been updated since the pictures were taken.

Restrictor Plate Support



Black Trim Lock

**Artwork has changed since picture**



**Q: Please furnish an example of the artwork.**

**A:**

