

# Francis Marion University

## Request for Quotation

Solicitation Number: RFQ-1985  
 Date Issued: 04/11/08  
 Procurement Officer: Ronald P. Flowers  
 Phone: 843.661.1161  
 E-Mail Address: Rflowers@fmarion.edu

DESCRIPTION: PROVIDE LABOR FOR BASIC GROUNDS MAINTENANCE SERVICES.

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY: April 28, 2008 2:00 p.m. local time.

See provision entitled "Deadline for Submission of Offer"

NUMBER OF COPIES TO BE SUBMITTED: One original

**A site visit is highly recommended.** Contract Frank A. Braddock at 843-661-1108 to schedule an appointment.

QUESTIONS MUST BE RECEIVED BY: FIVE DAYS PRIOR TO OPENING See provision entitled "Questions From Offerors"

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

PHYSICAL ADDRESS:

FACSIMILIE:

FRANCIS MARION UNIVERSITY  
 P.O. BOX 100547  
 FLORENCE, S.C. 29501-0547

FRANCIS MARION UNIVERSITY  
 CENTRAL RECEIVING DEPARTMENT  
 4822 E. PALMETTO STREET  
 FLORENCE, S.C. 29506

843.661.1165

See provision entitled "Submitting Your Offer"

AWARD &  
 AMENDMENTS

Award and any amendments will be posted at our website [www.fmarion.edu/about/solicitationsandawards](http://www.fmarion.edu/about/solicitationsandawards)

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening date.

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

OFFEROR'S HOME OFFICE ADDRESS (Address for the offeror's principle place of business)

CITY		STATE		ZIPCODE	
PHONE		FACSIMILE		E-MAIL	

**Francis Marion University  
Basic Grounds Maintenance Services**

1. **Summary of Work**  
Provide basic grounds maintenance services on the campus of Francis Marion University (FMU).
  
2. **General**  
Contractor shall furnish all labor, tools, and equipment to perform a variety of grounds maintenance task to include but not necessarily limited to irrigation repair/remediation, mowing, mulching, planting, pruning, and debris removal. Work to be performed on the various campuses of FMU. The owner and/or the owner's designee will direct the extent of service desired.
  - 2.1 Cost for services will be the total hourly cost per occurrence.
  - 2.1 FMU will provide materials for the services required.
  - 2.2 **Additional General Condition for Routine Repair and Maintenance Projects** shall apply to all services performed by the contractor.
  
3. **Definitions**
  - 3.1 Basic grounds maintenance work for all intent and purposes of this service contract is defined as that work not in the scope of major projects which cost would exceed a cost of \$5000.00 on a per occurrence basis, i.e. the development of new landscaping and/or installation of new irrigation systems.
  
4. **Execution**
  - 4.1 Upon notification, via telephone, fax, and/or email, by the owner and/or owner's representative the contractor shall be responsive to such notification within forty-eight (48) hours.
  - 4.2 For each occurrence the owner will meet with the owner's representative and will receive a concise directive for services to be performed.
  - 4.3 Subsequent to that directive, the contractor shall provide a written estimated cost of services prior to those services being performed.
  - 4.4 For each occurrence the contractor shall provide a written list of materials necessary to complete the services which have been estimated. The owner will be responsible for having those materials on site and available to the contractor.
  - 4.5 For each occurrence the contractor shall complete the services requested in a timely manner. The contractor will be expected to complete the work at the price

quoted for each occurrence irregardless of if the services requested took longer than anticipated, excepting acts of God or other unforeseen circumstances. Re-negotiation on the cost of an occurrence is viable if the University's representative and the contractor are in agreement to cost increase and/or decrease. The University will not be responsible for excess costs resulting from non-performance on part of the contractor and/or the contractor's employees. If it becomes evident that costs might exceed the original estimate, the contractor must immediately contact the owner's representative and submit, in writing, a request for adjustment detailing the reason(s) for increase/decrease in cost.

- 4.6 For each occurrence the contractor shall be responsible to clean up area/s where work was performed to the satisfactory of the owner.

## 5. **Protection of University Property**

- 5.1 The contractor is responsible to protect persons and University property to include but not necessarily limited to structures, walkways, curbing, streets, existing trees, shrubbery, signage, lawn areas, etc. while performing work. Contractor will be held liable for any and all damages resulting from services performed.

## 6. **Personnel**

- 6.1 Contractor shall be held responsible for the conduct and/or appearance of its personnel.
- 6.2 Contractor's personnel shall at all times conduct themselves in a manner that does not reflect in a negative manner upon the University's image. Vulgar and obscene language and/or gestures towards others will be considered as negative reflection upon the University's image. Communication with students outside of cordial greeting is not acceptable.
- 6.3 Contractor's personnel shall not wear clothing that displays a negative message or picture toward any person's sex, religion, race, and/or culture.
- 6.4 Contractor's personnel shall be legal citizens of the US and/or possess legal authorization to be employed in the US.
- 6.5 If any personnel employed by the contractor intended to be on the campus grounds has ever been convicted of any criminal offense, it is the responsibility of the contractor to notify the owner's representative prior to that individual coming on the properties of FMU for determination as to the acceptability of that contractor's employee. FMU reserves the right to reject any contractor's personnel for reasons it deems necessary.

## 7. **Completion**

7.1 Contractor shall notify owner upon completion of work before leaving the work site. The owner will be allowed to inspect the work prior to the contractor leaving.

## 8. Payment

8.1 After the owner indicates satisfaction with the project, the contractor should submit an invoice to the owner's representative who will verify accuracy prior to processing payment.

### **Qualifications:**

**QUALIFICATION OF OFFEROR:** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements.

**SUBCONTRACTOR – IDENTIFICATION (JANUARY 2006):** If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

### **INSTRUCTIONS TO OFFERORS – GENERAL AND SPECIAL**

**AMENDMENTS TO SOLICITATION** 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: [www.fmarion.edu/about/solicitationsandawards](http://www.fmarion.edu/about/solicitationsandawards) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION** Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page.

**BID / PROPOSAL AS OFFER TO CONTRACT** By submitting Your Bid or Proposal, You are offering to enter into a contract.

**CODE OF LAWS AVAILABLE (JANUARY 2006):** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

**COMPLETION OF FORMS / CORRECTION OF ERRORS (JANUARY 2006):** 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). (Applicable only to offers submitted on paper.)

**DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006)** Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

**DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006)** 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

**DUTY TO INQUIRE (JANUARY 2006)** 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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

**PUBLIC OPENING (JANUARY 2006)** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

**QUESTIONS FROM OFFERORS:** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise 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. 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.

**REJECTION/CANCELLATION (JANUARY 2006)** 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.]

**RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006)** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, *you agree not to give anything to any Using Governmental Unit*

**SIGNING YOUR OFFER** Every Offer must be signed by an individual with actual authority to bind the Offeror.

**TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JANUARY 2006)** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits.

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. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. 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. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. 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.

Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

**WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006)** 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.

**DISCUSSION WITH OFFERORS (JANUARY 2006):** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

#### **Terms and Conditions / General and Special**

**ASSIGNMENT (JANUARY 2006):** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

**CHOICE-OF-LAW (JANUARY 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.

**EQUAL OPPORTUNITY (JANUARY 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.

**NON-INDEMNIFICATION (JANUARY 2006):** Any term or condition is void to the extent it requires the State to indemnify anyone.

**PUBLICITY (JANUARY 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.

**SURVIVAL OF OBLIGATIONS (JANUARY 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.

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

**THIRD PARTY BENEFICIARY (JANUARY 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.

Officer) after receipt of the notice from the Procurement Officer specifying the failure.

**INDEMNIFICATION - THIRD PARTY CLAIMS (JANUARY 2006):** Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

**TERMINATION FOR CONVENIENCE:** Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State for any reason, with 30-day written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

**FRANCIS MARION UNIVERSITY  
GENERAL CONDITIONS FOR ROUTINE SERVICE PROJECTS**

ARTICLE 1 - INTENT

- 1.1 The words "as directed", "as required", or words of like effect mean as directed or required by the University. Similarly, "approved", "permitted", "acceptable", "satisfactory", or words of like effect mean approved or permitted by, or acceptable or satisfactory to the University. Imperative verbs show action required of the Contractor. Requirements expressed in the passive voice are likewise the responsibility of the Contractor.
- 1.2 When standard specifications such as those of the American Society for Testing and Materials, Federal Specifications, or other well-known public or trade association specifications are cited as standards, such specifications shall be as binding as if copied into these Purchase Documents. Unless otherwise expressly stated, standard specifications shall be the latest edition or revision in effect.

ARTICLE 2 - SCOPE

Furnish and do all things necessary to properly perform the work, including all accessories and services needed, whether or not specifically mentioned herein, except those things specified to be furnished or done by the University or by others. This includes the payment of all fees and taxes and the securing of all permits and licenses pertinent to the work.

ARTICLE 3 - QUALITY ASSURANCE

- 3.1 All work shall comply with all applicable codes and regulations, and shall be done in a workmanlike manner by craftsmen skilled in the appropriate trade(s), in accordance with the best practices of the trade(s), manufacturer's recommendations, and the best interests of the University, to the satisfaction of the University.
- 3.2 Materials to be used in the work shall be stored in a manner which will properly protect them from all contamination and hazards until used. Labeled materials shall be kept in original containers until used. The Contractor shall use no materials containing asbestos even if the use of such material is still legal. The Contractor shall properly remove and replace any asbestos-containing materials at no expense to the University.
- 3.3 When the requirements provide that certain work be inspected or approved by the University prior to the execution or installation of subsequent work, the Contractor shall notify the University 24 hours in advance of when the work will be ready to be inspected and shall not proceed with the subsequent work until the work to be inspected has been approved.

ARTICLE 4 - INSURANCE

Purchase and maintain insurance as set forth below. Insurance shall afford protection against: claims under workers' or workmen's compensation, and other employee benefit acts which are applicable; claims for damages because of bodily injury, sickness, disease, or death; claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; claims for damages arising out of ownership, maintenance or use of a motor vehicle; and claims involving contractual liability. Liability insurance shall include all major divisions of coverage and be on a commercial basis including: premises - operations; independent contractor's protective; products and completed operations; personal and advertising injury; contractual; broad form property damage including completed operations; and owned, non-owned and hired motor vehicles. Insurance shall be written for not less than the limits below, or greater if required by law, on an occurrence basis. Certificates of Insurance showing satisfactory evidence of satisfactory insurance shall be provided the University within ten (10) days after the date of the Purchase Order, or prior to commencing the Work, whichever is earlier, or at the University's discretion the Purchase Order may be canceled. ACORD FORM 25 S, Commercial General Liability policy form, latest edition, is acceptable to the University. Certificates of Insurance and the insurance policies required by this Article 6 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the University. The Contractor shall inform the University immediately if insurance is reduced by claims placed by others. Coverage shall be maintained without interruption from the date of commencement of the Work until the date of final payment.

- 1) Commercial General Liability:
- |  |           |
|--|-----------|
| 1. General Aggregate (per project)           | \$300,000 |
| 2. Products & Completed Operations Aggregate | \$300,000 |

3. Personal and Advertising Injury	\$300,000
4. Each Occurrence	\$300,000
5. Fire Damage (Any one fire)	\$50,000
6. Medical Expense (Any one person)	\$5,000
2) Business Automobile Liability (including All Owned, Non-owned, and Hired Vehicles): Combined Single Limit	\$300,000
3) Worker's Compensation:	
1. State	Statutory
2. Employers Liability	\$100,000 per accident \$500,000 Disease, Policy limit \$100,000 Disease, Each Employee

ARTICLE 5 - DELIVERIES AND ACCESS

The Contractor shall closely coordinate deliveries. The University will not be responsible for any material delivered into the University or for any charges arising from the University's acceptance or refusal of deliveries. Access to the work shall be only approved routes. Vehicles of the Contractor and Contractor's personnel shall be parked only in designated areas.

ARTICLE 6 - PROTECTION OF PERSONS AND PROPERTY

The Contractor shall protect the work from the public and the public from the work in a manner satisfactory to the University. Open excavations left overnight must be completely barricaded with flashing lights to protect campus personnel. Protect all property affected in the course of the work, or repair or replace all property damaged in the course of the work. Inspect the site and notify the University of any damage found before beginning work. Failure to do so may result in the Contractor being held financially accountable for any damage not so reported. Protect the surrounding area (grass, trees, plants, sidewalks, etc.) from damage and repair or replace any damage thereto caused by the Contractor.

ARTICLE 7 - CONTRACTOR'S USE OF UNIVERSITY FACILITIES

The University will provide water and electricity for the Contractor's use at existing locations and parking and toilet facilities at approved locations. Ensure routes of travel and University facilities, especially sidewalks, floors, door handles, fixtures, etc., are not inordinately fouled by substances such as grease, mud, tar, etc., which make use of the facility less pleasant for others. Immediately clean up any such substances resulting from Contractor's presence. Cleaning by the University, if necessary, will be done without further notice, and at the Contractor's expense. Refuse shall be disposed of daily unless the University permits more accumulation. Waste materials shall be disposed of off campus. Campus dumpsters are not for the Contractor's use. Contractor's personnel shall use only designated parking and toilet facilities.

ARTICLE 8 - CHANGE ORDERS

The University may order changes in the work within the general scope of the work consisting of additions, deletions, or other revisions, the contract sum and the time for completion being adjusted accordingly.

**QUOTATION SCHEDULE**  
**RFQ-1985**

**IMPORTANT:** A site visit is highly recommended. Contact Frank A. Braddock at 843-661-1108 to schedule an appointment.

Enter below your best pricing to perform the work described herein:

A crew is defined as a supervisor and three laborers and award will be made with that as crew composition. The supervisor should be sufficiently knowledgeable in the trade(s) such that, after the occurrence is estimated, he/she is capable of completing the project with no additional oversight.

Supervisor cost (per hour): \$ \_\_\_\_\_

Laborer (per hour): \$ \_\_\_\_\_ x 3 = \$ \_\_\_\_\_

Total hourly rate: \$ \_\_\_\_\_

**Return this page, and the cover page, completed.**

**Signed:** \_\_\_\_\_  
MUST MATCH SIGNATURE ON COVER PAGE

**IMPORTANT**

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**SOUTH CAROLINA RESIDENT VENDOR PREFERENCE:** A VENDOR IS CONSIDERED TO BE A RESIDENT VENDOR OF THIS STATE IF THAT VENDOR IS AN INDIVIDUAL, PARTNERSHIP, ASSOCIATION, OR CORPORATION AUTHORIZED TO TRANSACT BUSINESS WITHIN THE STATE, MAINTAINS AN OFFICE IN SOUTH CAROLINA AT THE LOCATION LISTED ON THE COVER PAGE, AND MAINTAINS AN INVENTORY AT THE TIME OF BID HAVING A MINIMUM OF \$10,000 OR MORE OR IS A MANUFACTURER WHICH IS HEADQUARTERED AND HAS AT LEAST A 10 MILLION DOLLAR PAYROLL IN S.C. AND HAS PAID ALL ASSESSED TAXES. (RE: SECTION 11-35-1520 (9) (E) OF THE S.C CONSOLIDATED PROCUREMENT CODE. IN ORDER TO MAKE CLAIM FOR THIS PREFERENCE IN AWARD OF THIS QUOTE, THE PERSON SIGNING THE QUOTE **MUST** ATTEST TO THAT PREFERENCE BELOW.  
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MBE Status	<b>IMPORTANT: SC Resident Vendor Status</b>
Are you a Certified Minority Vendor (MBE) <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, Please provide certification number: _____	The signature below certifies that I qualify as a South Carolina Resident Vendor _____ (see bidding schedule)

Term of this contract will be for one initial year with two available one-year options to extend.

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

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

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



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)

