



Request for Proposals

for

**Indefinite-Delivery, Indefinite-Quantity (IDIQ)
Construction in the State of South Carolina
(Horry County, SC and Sourcewell)
RFP # 2023-24-100**

**DUE: 2:00 PM, Eastern Time/1:00 PM, Central Time
On September 4, 2024**

<https://proportal.sourcewell-mn.gov>

The following applies to this Solicitation:

- **Questions Acceptance Deadline: 2:00 PM, ET, August 19, 2024
1:00 PM, CT, August 19, 2024**
- **Non-Mandatory Pre-Proposal: 10:00 AM ET, July 31, 2024
9:00 AM CT, July 31, 2024**
- **Required Forms must be submitted with responses to this RFP.**

INVITATION TO PROPOSERS

Horry County Government and Sourcewell are jointly soliciting sealed proposals for RFP #:2023-24-100: Indefinite-Delivery, Indefinite-Quantity (IDIQ) Construction in the State of South Carolina (Horry County, SC and Sourcewell).

A full copy of the RFP can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>). Proposals are due no later than September 4, 2024, at 2:00 PM Eastern Time/1:00 PM Central Time, Late submittals will not be accepted. All submittals must be made electronically through the Sourcewell Procurement Portal. No other form of submittal will be considered.

After the due date and time, the name of the Proposers will be published in the ebidding software.

Non-Mandatory Pre-Proposal registration link is <https://vimeo.com/event/4293750> and the password is "service".

The point of contact for this solicitation is Tammy Stevens, stevenst@horrycountysc.gov, and April Kelly, NIGP-CPP, CPPB, kelly.april@horrycountysc.gov, (843) 915-5380.

INFORMATION ABOUT THE AGENCIES AND PROGRAM

About Horry County and Sourcewell

Horry County (pronounced O-ree) is one of the largest counties in the Eastern United States at over 1100 square miles and is drained by two major river systems; the Waccamaw River and the Pee Dee River. This low, sandy land along the coastal plain of South Carolina supports dense stands of long-leaf pine which fostered the area's first economic growth in the production of Naval Stores. Today, the County's major industry is tourism with the Grand Strand of Myrtle Beach attracting millions of visitors annually.

Sourcewell is a State of Minnesota local government entity and public agency that facilitates a competitive public solicitation and contract award process for the benefit of participating entities (governmental bodies such as cities, towns, villages, schools, and special districts/authorities) across the United States.

Horry County and Sourcewell are partnering to jointly solicit proposals to establish an IDIQ construction program. The Program will be supported by third-party administrator, The Gordian Group, Inc. (Gordian). The intent of this solicitation is to engage construction contractors able to service public agencies within South Carolina.

Indefinite Delivery-Indefinite Quantity Construction Program

Horry County and Sourcewell are soliciting proposals to establish an IDIQ construction program. IDIQ contracting offers participating entities access to competitively solicited and awarded contracts for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, roads, and/or other real property.

Sourcewell has contracted with The Gordian Group, Inc. (Gordian) to provide management of its IDIQ construction program. In this role, Gordian provides support in the administration of the program, including: preparing Construction Task Catalogs and related technical specifications, providing information management systems and licenses to contractors, training to contractors, administering fee collection, consulting services, and assisting with proposal package or work order development.

Participating Entities will access the IDIQ contracts resulting from this RFP through relevant purchasing authority, and work directly with Contractors awarded through this RFP. Under IDIQ, an awarded Contractor furnishes management, labor, materials, equipment, and incidental design support needed to perform the work.

INSTRUCTION TO PROPOSERS

General

This solicitation will be conducted in accordance with Horry County Procurement Code and Regulation. This ordinance can be found in its entirety on the County's website at <https://www.horrycountysc.gov/departments/procurement/>.

Horry County hereby notifies all those responding to this RFP that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in

response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Standards of Conduct

Potential and actual proposers are not permitted to contact Horry County or Sourcewell employees outside of the Procurement Department during the procurement process. Potential and actual proposers are not permitted to contact any consultants, including, but not limited to The Gordian Group, contracted by the County or Sourcewell to assist with efforts related, directly or indirectly, to the RFP process. Failure to comply with Horry County Procurement Regulation, Chapter 4, *Contractor Requirements and Standards of Conduct for Horry County and Procurement Participants* may result in the rejection of submittals and other penalties as applicable.

Funding

Purchases solicited in this RFP are anticipated to be purchased with Agency Funds. However, in the event that Grant and/or State or Federal Funding is available, Agencies require compliance with all applicable federal, state, local and/or grant rules and regulations related to such funding.

Non-Appropriation of Funds

If (a) sufficient funds are not budgeted or appropriated and budgeted by an entity's governing body in any fiscal period for payment of costs and fees and (b) the entity has exhausted all funds legally available for such payment costs and fees due under this agreement or any renewal thereof, then the entity will give awarded proposer(s) reasonable written notice any project executed under this IDIQ Agreement will terminate as of the last day of entity's fiscal period for which funds for payment are available. Such termination with notice is without any expense or penalty.

Submitting a Proposal

Sealed Proposals shall be submitted via Sourcewell's electronic bidding (ebidding) software ONLY, on or before the Closing date and time indicated in the ebidding software for this project. **The only acceptable means of submitting a proposal in reference to this solicitation is through Sourcewell's electronic bidding software.** Therefore, no email, fax, hand-delivered, telephone, text submittals, or any other ebidding software submittal will be accepted.

Proposals should contain all information requested and should be submitted in the format as shown within this solicitation document. By submission of this proposal, the Proposer guarantees that all goods and/or services meet the requirements of this solicitation and expresses their intent to be bound by their submittal, and if awarded, will abide by the Horry County Contract Terms and Conditions (*Sample Contract within this RFP*).

Proposers should include all required forms, and all specification and descriptive documents to be considered, at the time of proposal submission.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received is solely determined by the Sourcewell ebidding software web clock. In the event of problems with the Sourcewell ebidding software, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

The County and Sourcewell, at their discretion, reserve the right to accept or reject any and all proposals, in whole or in part, as deemed to be in the best interest of the County and Sourcewell.

Examination of RFP Document

Prior to submitting a proposal, each proposer shall carefully examine the RFP documents, study and thoroughly familiarize themselves with the documents, scope of services, and requirements thereof. Proposers must notify the County and Sourcewell of any and all conflicts, discrepancies, or errors.

Proposers should sign their proposal in all required signature blocks. Proposals may be rejected for any omissions, alterations not allowed for, additions not called for, or any irregularities of any kind are shown.

Proposals shall remain firm for no less than **one hundred-eighty (180) calendar days** indicated from the Closing Date for receipt of proposals as specified in the ebidding software for this project. The Proposer's name and solicitation number should be included when specifications or descriptive papers are submitted with the RFP.

All goods and/or services purchased under the resulting contract(s) will be quoted to include the furnishing of all materials, whether particularly mentioned in the quote request or not, that are required to fulfill the requirements specified within the quote request. All goods and/or services are to be provided in accordance with the contract resulting from this solicitation, the requesting agency's quote request, and if applicable to the project: drawings, specifications, and any permit conditions of federal, state, local or any other agencies having jurisdiction.

Questions / Addenda

All questions must be submitted via Sourcewell's ebidding software prior to the Questions Acceptance Deadline as specified in Sourcewell's ebidding software. All questions and revisions will be provided in the electronic proposal software in the form of addendum. If it becomes necessary to revise any part of this solicitation, an addendum will be published. It shall be the Proposer's responsibility to ensure s/he has all addenda which have been issued. Any information obtained outside of the procurement process is non-binding and shall not be used in the response to this solicitation.

All Addenda form a part of the documents for this project and modifies / amends / clarifies / adds to the original documents as described. By submitting a response, responders acknowledge receipt and inclusion of the effects of all addenda.

Before a proposal will be accepted through the Sourcewell's ebidding software, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its Proposal, the Sourcewell's e bidding software will WITHDRAW the submission and change the Proposer's Proposal status to INCOMPLETE. The Proposer can view this status change in the "MY PROPOSALS" section of the Sourcewell's e bidding software Vendor Account. The Proposer is solely responsible to check the "MY PROPOSALS" section of the Sourcewell's e bidding software Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- 1) make any required adjustments to its proposal,
- 2) acknowledge the addenda, and
- 3) ensure the re-submitted proposal is received through the Sourcewell's e bidding software no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

Non-Mandatory Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference will be held on the date and time indicated on the cover page of this document via webcast. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional but highly encouraged. A link to a recording of the webcast will be sent to all registered plan takers in Sourcewell's e bidding software.

Licenses

All Proposers must be properly licensed to do business in the State of South Carolina and must comply with the Code of Laws of South Carolina, including Section 40-11-200, when applicable. The Proposer's company does not need to be based in South Carolina, but must be licensed to do business in the state of SC and specifically Horry County, if awarded a contract. The successful proposer must have all appropriate business license(s) prior to contract execution, unless otherwise stipulated by law. Failure to comply with this requirement may result in the rejection of the submittal as non-responsive.

Insurance Requirements

The successful proposer shall provide proof of all required insurance(s), including worker's compensation, auto liability and general liability. Worker's compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors and vehicles used in premises/operations. Auto liability shall include a minimum limit of \$1,000,000 combined single limit for bodily injury and property damage. Professional Liability insurance must be provided with minimum liability limits of \$1,000,000 per occurrence (in addition to Commercial General Liability insurance) by professional services such as accountant, attorney, architect, design, engineering and most consultants that involve errors and omissions exposure protection. Insurance shall indemnify County against any and all claims arising under or as a result of the performance of the contract. The County of Horry shall be named as an Additional Insured on all General Liability policies and expressed on the Certificate of Liability Insurance. The County of Horry must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

Non-Collusion

By submitting a response, the party making the foregoing offer that such offer is genuine and not

collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly with any responder or person, to put in a sham response, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other responder or to fix any overhead, profit or cost element of said Response or of that of any other responder or to secure any advantage against owner any person interested in the proposed contract; and that all statements in said Response are true; and further, that such responder has not, directly or indirectly submitted this RFP, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Mistakes in Submission

Corrections and withdrawal of the submitted proposal will be permitted within the ebidding software prior to closing date and time.

Opening / Reading of Names

Unofficial Results will be made publicly available in the ebidding software within an estimated time of sixty (60) minutes after the established due date and time.

Payment Terms & Pricing

Cost will be established for each follow-on project based on a quote to be provided to the requesting Agency. Agencies will choose to award at their sole discretion. Quotes provided under the resulting contract must include the contract number.

Payment Terms are Net thirty (30) days upon receipt of correct invoice. Invoicing will be provided by Prime Contractor(s) and submitted to the Agency, and Payment will be made to Prime Contractor(s) from that Agency. Retainage in the amount of 10% per invoice will be held until acceptance of Final work for each awarded project. Agency's utilizing contracts resulting from this RFP reserve the right to adjust retainage as required by their agency. Refer to General Terms and Conditions, Article V. Adjustment Factors and Payments.

Sales Tax

Agencies in the State of SC are NOT tax exempt. When applicable, Horry County currently pays eight percent (8%) sales tax. The tax rate for the City of Myrtle Beach is nine percent (9%). Quotes provided to Agencies based on the resulting contract(s) should include the requesting Agency's applicable tax rate.

Cooperative Clause

By submitting a proposal, the successful proposer(s) that are awarded a contract by Horry County agree to allow other government entities (i.e. cities, towns, villages, schools, and special districts/authorities) to enter into purchase or task orders based on the terms and conditions of the contract(s) resulting from this RFP. Agencies accessing awarded contracts cooperatively will need to follow procedures established and must register with Sourcewell as a Participating Entity.

The use of this contract by other Agencies will be optional. Sales to other government entities by awarded contractors will be optional and will not be considered when determining contract award for this RFP. Any subsequent orders issued shall be made under the same terms and conditions and shall be for those items identified in the original RFP.

Horry County shall not be responsible for any problems that may arise between any other government entities and the contractor as a result of any sales. Any resulting order is solely between the supplier and third-party government entity. Invoices for items purchased under this agreement, shall be directed to, and is the responsibility of, the government entity making the purchase as defined in the General Terms and Conditions to this contract.

Disaster/Emergency Clause

It is anticipated that services in the resultant contract(s) may be necessary for emergency protective measures, disaster response, and disaster recovery. By submitting a response to this solicitation, the Proposer shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards with the exception of Part (D) Davis Bacon Act. Invoices for services related to emergency protective measures, disaster response, and disaster recovery shall be separate from non-emergency/disaster service invoices.

Evaluation and Award:

Horry County and Sourcewell reserves the right to reject any or all proposals and further reserves the right to waive technicalities and informalities in proposals, as well as, to accept in whole or in part such proposal or proposals where it deems it suitable in protection of the best interest of the both agencies. Proposals may be rejected for any omissions, alteration of form, additions not called for, conditional offers, or any irregularities of any kind are shown. The County and Sourcewell shall be the sole judges as to whether proposals submitted meet all requirements contained in this procurement.

Award WITH or WITHOUT Discussions/Negotiations:

Time is of the essence in conducting the proposal evaluations. The evaluation team will score each proposal based on the evaluation criteria set forth within this document. If there is no need to conduct additional discussions or negotiations, Horry County and Sourcewell may award a contract(s) without discussions. If there is a need to conduct discussions or negotiations, the evaluation team will determine which Proposers, in the competitive range, will participate. Proposers may be afforded the opportunity to submit a best and final offer.

Contract Award

Award of contract(s) are intended to be made to multiple contractors based on the evaluation provided within this document and the proposer(s) whose submittals are deemed most advantageous to the County and Sourcewell. Horry County and Sourcewell reserve the right to enter in to as many or as few contracts as it determines are in the best interest of the County and will be the sole judge of this determination.

The successful proposer(s) will be asked to provide quotes for work to be provided to Horry County and other governmental entities. Horry County intends to enter into Task Orders to the original Contractor agreements. Other governmental agencies may use purchase orders, contracts, task orders, etc. to obtain the services to be provided under the resulting contracts. Any product or service provided under the contracts resulting from this solicitation must reference the contract number of the contract being utilized.

The County will consider/evaluate the proposer's past and current performance of other County contracts, to include factors such as timely delivery and guaranteed delivery date. The successful Proposer will agree to the provisions contained in the attached "Sample Contract."

This procurement does not commit the County to award a contract, to pay any costs incurred in the preparation of proposals, or to procure or contract for goods and/or services listed herein. Costs associated with submittal preparation, oral interviews or presentations shall be the sole responsibility of the Proposer.

Contract Changes

Contract terms and conditions shall not be changed unless by Change Order. Change must be deemed allowable, allocable, within the scope of work and grant or cooperative agreement, (*when applicable*) and reasonable for the completion of project scope. Changes shall be agreed upon by both parties and recorded using a dually executed task order/change order. The change order shall clearly identify all changes to the contract. Refer to General Terms and Conditions Section IV., Article J., Changes to the Scope of Work.

Contract Assignment

No contract awarded under these terms, conditions, and specifications shall be sold, transferred, or assigned without the prior written approval of the County and Sourcewell.

Independent Contractor Status

The contractor shall not, by entering into a contract become a servant, agent, or employee of Horry County or Sourcewell, but shall remain at all times an independent contractor. The contract(s) resulting from this RFP shall not be deemed to create any joint venture, partnership, or common enterprise between the Contractor(s) and Horry County or Sourcewell, and the rights and obligations of the parties shall not be other than as expressly set forth.

Term of Contract

The contract term shall be for an initial two (2) years with three (3) one (1) year renewal options. Renewal options shall be at the discretion of the County and executed by both parties. The successful Proposer(s) will execute and abide by the attached Sample Contract. The effective date of the contract shall be the date of the County's signature or purchase order date if no contract is issued.

Grievance/Proposal Protest

Any actual or prospective quoter, proposer, offeror, or awardee of a contractor agreement who aggrieved in connection with the solicitation or award of a contract may protest to the County Administrator. The protest shall be submitted in writing within fourteen (14) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements. Any grievance filed shall be made known prior to any proposal opening in accordance with invitation to proposals. *Please reference **Subchapter 15-3-Proposal Protests** of the Horry County Code & Regulation by visiting <https://www.horrycountysc.gov/media/yqbcfubd/codeandreg.pdf>.*

Freedom of Information Statement

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30, (The Freedom of Information Act), South Carolina Code of Laws, 1976, with the exception that commercial or

financial information obtained in response to an “Request for Proposals” or “Request for Proposals” which is privileged and confidential if so designated by the proposer shall not be disclosed. Such information must be clearly marked as “**CONFIDENTIAL**” by the proposer for each section of the information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

In addition, all materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Chapter 13.

Legal Statement

Disclose any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than Employment issues or Contracts not related to your professional work. Explain the issues in these cases (or the fact there are none) as part of your submittal.

Responsibility

In determining a Proposer's responsibility and ability to perform under a Contract, Horry County and Sourcewell have the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims and litigation history of the Proposer. Horry County and Sourcewell reserves the right to verify the Proposer's information and may request clarification from a Proposer.

A Proposer's business must be normally engaged in performing the type of work specified within this RFP and must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Horry County and any Sourcewell participating entity (as solely determined by Horry County and Sourcewell).

REQUIREMENTS AND SCOPE OF WORK

REQUIRED QUALIFICATIONS

A. Proposers responding to a General Construction solicitation must be willing and capable of providing all or a majority of the various types of construction work as specified in the Construction Task Catalog (CTC) either through its own forces or by using subcontractors. Proposer must provide documentation of all applicable required licensure(s).

B. Proposers responding to **Mechanical/HVAC, Electrical, Plumbing, Paving, Roofing, and Site/Civil** solicitations must perform at least **51%** of all contracted work with its own organization and forces. The percentage calculation does not include field superintendents or office management personnel.

OVERVIEW

A. REQUESTED INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION SERVICES. The IDIQ services specified include General Construction, Mechanical/HVAC, Electrical, Plumbing, Paving, Roofing, and Site/Civil. At this time, no specific projects have been identified; work and work volume from any

resulting contract are not guaranteed. Specific description of work and summary of duties for each category of construction can be found in the Technical Specifications.

B. ESTIMATED CONTRACT VALUE AND USAGE. Based on past volume of similar contracts, the estimated annual value of each contract resulting from this RFP is \$4 million for General Construction, and \$1 million for Mechanical/HVAC, Electrical, Plumbing, Paving, Roofing, and Site/Civil. Horry County and Sourcewell anticipate considerable activity under the contract(s) awarded from this RFP; however, work and work volume from any resulting contract are not guaranteed.

PROPOSAL PRICING

A. CONSTRUCTION TASK CATALOG AND ADJUSTMENT FACTOR. In order to evaluate proposal pricing and to retain consistency within contract pricing, Horry County and Sourcewell will use Gordian's proprietary Construction Task Catalog (CTC). The CTC as a comprehensive listing of specific repair and construction related Tasks, together with a specific unit of measurement and a pre-set unit price (Unit Price). All Unit Prices within the CTC are based on local labor, material, and equipment prices for the direct cost of construction.

Under this RFP, Proposers will offer price adjustments (Adjustment Factors) that will be applied to CTC Unit Prices. The Adjustment Factors represent either an increase to the present Unit Prices (such as 1.1000) or a decrease from the preset Unit Prices (such as 0.9800).

A participating entity's cost for a specific task will be determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor (e.g., specific task cost = preset unit price in CTC * quantity needed * Adjustment Factor).

- 1) Each Proposer must submit five (5) Adjustment Factors to be applied to every task in the CTC. The proposal must be either an adjustment "decrease from" (e.g. 0.9800) or "increase to" (e.g. 1.1000) the Unit Prices listed in the CTC.
- 2) The Proposer's Adjustment Factors must include all of the Proposer's direct and indirect costs. This includes, but is not limited to, its costs for overhead, profit, bond premiums above the reimbursable amount, insurance, mobilization, purchase order proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-6 of the CTC for a complete explanation of what is and is not included in the Unit Prices. Note, where applicable, the proposer must comply with all applicable prevailing wage laws. The wage rates in the CTC were current at the time these RFP Documents were issued.
 - a. *The first Adjustment Factor* will be applied to work to be accomplished in Non-Secure Areas during Normal Working Hours.
 - b. *The second Adjustment Factor* will be applied to work to be accomplished in Non-Secured Areas during Other Than Normal Working Hours.
 - c. *The third Adjustment Factor* will be applied to work in Secure Areas accomplished during Normal Working Hours.
 - d. *The fourth Adjustment Factor* will be applied to work in Secure Areas accomplished during Other Than Normal Working Hours.
 - e. *The fifth Adjustment Factor* will be for work tasks not identified in the Construction Task Catalog. IQCC includes a provision for establishing of prices for Work requirements which are within the general scope of IQCC but were not included in the CTC at the time of Contract award. These Tasks are referred to as "Non Pre-priced

Tasks (NPP)." NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. The proposers will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks.

- 3) Adjustment Factors may be specified to the fourth decimal place. For example:

1	.	1	0	0	0
---	---	---	---	---	---

Or

0	.	9	8	0	0
---	---	---	---	---	---

- 4) For proposal evaluation purposes only, the following weighing of the Adjustment factors will be used to determine the Combined Adjustment Factor. Complete the following information within the Sourcewell Procurement Portal:

Adjustment Factors	Weight
Non-Secure Areas, Normal Working Hours	50%
Non-Secure Areas, Other Than Normal Working Hours	20%
Secure Areas, Normal Working Hours	10%
Secure Areas, Other than Normal Working Hours	10%
Non-Pre-Priced Adjustment Factor	10%

B. ADMINISTRATIVE FEES. Awarded contractors must pay an administrative fee in exchange for the administration of the contracts by Horry County, Sourcewell, and Gordian. The proposer must include the administrative fee in calculating the Contractor's Adjustment Factors.

Detailed information about Sourcewell's administrative fee can be found in Article VII. B of the General Terms and Conditions.

RFP RESPONSE REQUIREMENTS

Your Submission Must include:

- ☐ Resumes of Key personnel
- ☐ Copies of all required licenses
- ☐ Sample Certificate of Insurance meeting the requirements of the RFP, or a Sample Certificate of Insurance notating the areas of deficiency and a statement of assurance that the proposer intends to meet the requirements of the RFP, if awarded a contract.
- ☐ Required Forms Packet to include:
 - ☐ Non-Collusion Affidavit (*Form Provided in 'Required Forms Packet'*)
 - ☐ Acknowledgment of Addenda (*Form Provided in 'Required Forms Packet'*)
 - ☐ Legal Litigation Statement Form (*Form Provided in 'Required Forms Packet'*)
 - ☐ Responsibility Form (*Form Provided in 'Required Forms Packet'*)

- ☐ IRS W-9 Form, signed within 6 months of submittal due date *(Form Provided in 'Required Forms Packet')*
- ☐ Drug Free Workplace *(Form Provided in 'Required Forms Packet')*
- ☐ Certification of Restriction on Lobbying *(Form Provided in 'Required Forms Packet')*
- ☐ Certification Regarding Debarment, Suspension, and other Responsibility Matters *(Form Provided in 'Required Forms Packet')*
- ☐ State of South Carolina I-312 Nonresident Taxpayer Registration Affidavit Income Tax Withholding Form (if applicable) *(Form Provided in 'Required Forms Packet')*

EVALUATION AND AWARD

Only responsive proposals will be evaluated. A responsive proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this RFP. Deviations or exceptions stipulated in Proposer's response, while possibly necessary in the view of the Proposer, may result in disqualification.

On the solicitation Closing Date specified in the ebidding software, only the name of responsive Proposers will be published electronically in the ebidding software for this RFP. An evaluation team will evaluate and score proposals received. Horry County and Sourcewell reserve the right to evaluate all proposals based on the evaluation criteria meeting the specifications as stated.

Proposals will be evaluated and independently scored based upon the following factors:

- **Management Plan and Technical and Organizational Capability..... 15 points**
(These Criteria will be used to evaluate the proposed management plan to perform the work required by this Contract and the Contractor's organizational capability including company history, client satisfaction, safety, compliance with local laws and regulations.)
- **Key Personnel Assigned to the Contract 15 points**
(These criteria will be used to evaluate the experience of the proposed Key Personnel on projects of a similar scope and nature concerning type of work that may be procured under this Contract.)
- **Comparable Construction Experience 10 points**
(These criteria will be used to evaluate experience of the contractor on projects of a similar scope and nature concerning to the Contract they are bidding.)
- **Past Indefinite Quantity Contract Experience..... 10 points**
(These criteria will be used to evaluate previous experience Indefinite Quantity Contract experience such as, but not limited to, IDIQ, IQC, JOC, WOC, DOC, SABER.)
- **Price Proposal50 points**
(Based on requirements set forth in this RFP.)

Competitive Range: If Horry County and Sourcewell receives a wide margin of proposal Adjustment Factors, either too high or too low, then the Proposal Evaluation Team may establish a Competitive Range for the RFP. If it is determined that a Proposer's Combined Adjustment Factor is too far outside the Competitive Range, then the Proposer can be removed from consideration.

Proposers may be notified that it was determined to be outside the Competitive Range after award of the contracts.

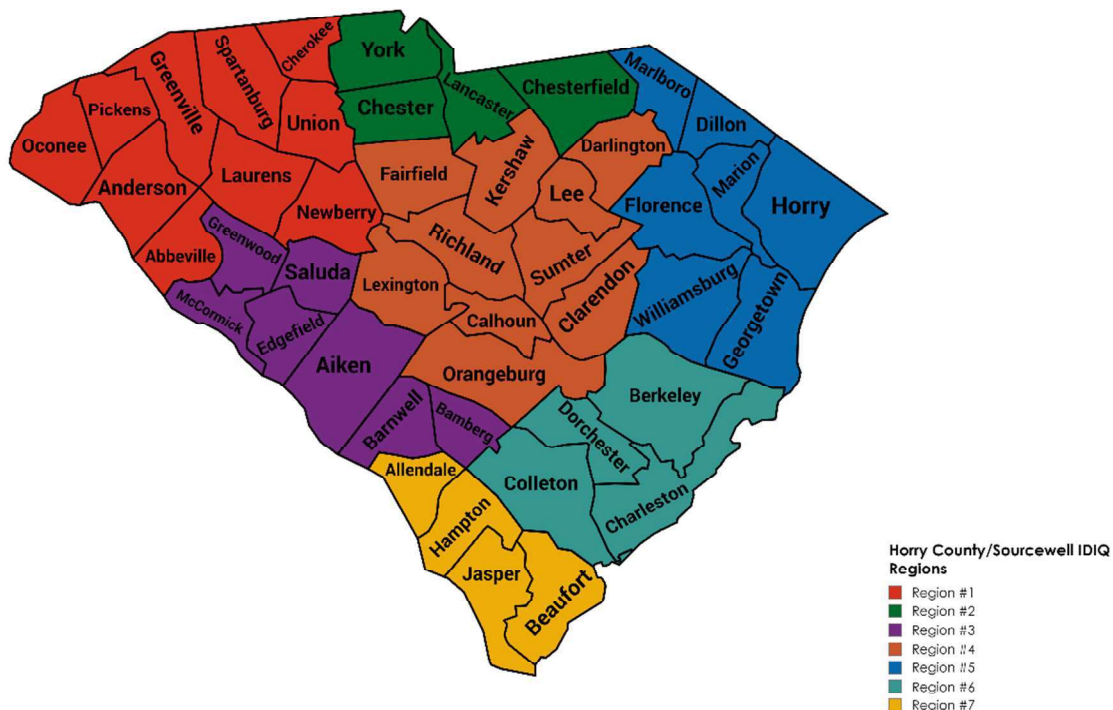
Unbalanced Proposal: A Proposal may be removed from consideration if it is determined that the Proposer has mathematically unbalanced its Proposal to gain a competitive advantage. The Proposal will be considered to be unbalanced if any Adjustment Factor is found to not cover the contractor's reasonable actual cost. Those costs would include a reasonable prorated share of its anticipated profit, overhead cost, and other indirect costs that the proposer anticipates for the performance of the work as determined by the Horry County/Sourcewell Proposal Evaluation Team.

Other Than Normal Working Hours Adjustment Factors. A Proposer's Other Than Normal Working Hours Adjustment Factors must be higher or equal to its Normal Working Hours Adjustment Factors.

AWARD(S). Award of contract(s) are intended to be made to multiple contractors based on the evaluation provided within this document and the proposer(s) whose submittals are deemed most advantageous to the County and Sourcewell. Horry County reserves the right to enter in to as many or as few contracts as it determines are in the best interest of the County and will be the sole judge of this determination.

Trades Being Solicited
General Construction
Mechanical
Electrical
Plumbing
Paving
Roofing
Site/Civil

SERVICE REGIONS. Horry County and Sourcewell are looking to awarded multiple contracts in the service regions as identified in the map below.



Region #1

Oconee	Pickens	Greenville	Spartanburg
Cherokee	Anderson	Laurens	Union
Newberry			

Region #2

York	Chester	Lancaster	Chesterfield
------	---------	-----------	--------------

Region #3

Greenwood	McCormick	Saluda	Edgefield
Aiken	Barnwell	Bamberg	

Region #4

Fairfield	Kershaw	Lexington	Richland
Sumter	Lee	Darlington	Calhoun
Clarendon	Orangeburg		

Region #5

Marlboro	Dillon	Florence	Marion
Horry	Williamsburg	Horry	Georgetown

Region #6

Berkley	Dorchester	Charleston	Colleton
---------	------------	------------	----------

Region #7

Allendale	Hampton	Jasper	Beaufort
-----------	---------	--------	----------

Remainder of this page intentionally left blank.

REQUIRED FORMS PACKET

The bidder should include the following items as part of their submittal, failure to do so may result in the submittal being deemed non-responsive.

CHECKLIST

- ☐ Resumes of Key personnel
- ☐ Copies of all required licenses
- ☐ Sample Certificate of Insurance meeting the requirements of the RFP, or a Sample Certificate of Insurance notating the areas of deficiency and a statement of assurance that the proposer intends to meet the requirements of the RFP, if awarded a contract. *(Sample within)*
- ☐ Required Forms Packet to Include:
 - Non-Collusion Affidavit *(Form Provided)*
 - Acknowledgment of Addenda *(Form Provided)*
 - Legal Litigation Statement Form *(Form Provided)*
 - Responsibility Form *(Form Provided)*
 - IRS W-9 Form, signed within 6 months of submittal due date *(Form Provided)*
 - Drug Free Workplace *(Form Provided)*
 - Certification of Restriction on Lobbying *(Form Provided)*
 - Certification Regarding Debarment, Suspension, and other Responsibility Matters *(Form Provided)*
 - State of South Carolina I-312 Nonresident Taxpayer Registration Affidavit Income Tax Withholding Form *(if applicable) (Form Provided)*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT	
NAME OF INSURANCE FIRM		NAME:	
ADDRESS		PHONE (A/C, No, Ext):	FAX (A/C, No):
CITY, STATE, ZIP CODE		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A :	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
	PROFESSIONAL LIABILITY/CYBER LIABILITY/POLLUTION LIABILITY		PER SOLICITATION			E.L. DISEASE - POLICY LIMIT \$
						1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Horry County is named as additional insured

CERTIFICATE HOLDER	CANCELLATION
Horry County ATTN: Risk Management P.O. Box 997 Conway SC 29528	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Required Form

FORM OF NONCOLLUSION AFFIDAVIT
(This Affidavit is Part of the Submittal)

STATE OF _____)

_____)

COUNTY OF _____)

being first duly sworn, deposes and says that he/she is

(Sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing Proposal that such Proposal is genuine and not collusive or sham; that said Submitters has not colluded, conspired, connived, or agreed directly or indirectly, with any Submitters or person to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the proposal price of affiant or any other Submitters, or to fix any overhead, profit or cost element of said proposal price, or that of any other Submitters to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Submitters has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

(Submitters)

Sworn to and subscribed before me this _____ day of _____, 20____.

_____ State _____ County _____

Notary Public in and for

My commission expires _____, 20____.

End of this Form

Required Form

ACKNOWLEDGEMENT OF ADDENDA

SUBMITTER hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company registered as DBE, WBE or MBE? _____ **Registered on SCDOT?** _____

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PHONE # _____ **EMAIL** _____

GC License Number *(if applicable)* _____

Required Form

Legal / Litigation Statement Form

Disclose any litigation within the last five (5) years in which a claim has been made against the bidder/proposer/offeror, affiliated companies, and/or any principals thereof (and including sub-contractors representing over 10% of the overall awarded contract value) that in any way was related to professional work, job performance, or project/job management (to include without limitation contractual, personnel, performance, and/or payment issues). Explain the issues involved in these cases as part of your submittal. Attach additional pages if necessary. It is not sufficient that there are accessible public records in existence that provide this information. Failure to provide complete disclosure may result in your disqualification from this solicitation. If there are none, please specify "NONE", below.

Bidder/Proposer/Offeror Name: _____

Authorized Signature: _____

Authorized Signer's Printed Name: _____

Authorized Signer's Title: _____

Date: _____

Required Form

Responsibility Statement Form

By signing this form, the bidder/proposer/offeror:

1. Has, or has the ability to obtain, the resources, financial and otherwise, to satisfy all of the contract's requirements; and
2. Is legally qualified to contract with Horry County (or provide sub-contract services); and
3. Does not have a record of consistent unsatisfactory performance in previous contracts with Horry County or any other public or private entity; and
4. Has proposed, bid, or quoted a price pursuant to which the bidder, quoter, or offeror can successfully meet the requirements of the procurement; and
5. Has no unresolved surety claims; and
6. Has not been party to a contract which was terminated for cause for alleged conduct on its part.

Bidder/Proposer/Offeror Name: _____

Authorized Signature: _____

Authorized Signer's Printed Name: _____

Authorized Signer's Title: _____

Date: _____

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Required Form

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this agreement, the undersigned will provide drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in a workplace;
 - b. The person's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug violation;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item 1;
4. Notifying the employee in the statement required by item 1 that, as a condition of employment of this agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
5. Notifying the South Carolina Department of Transportation within ten days after receiving notice under item 4b from an employee or otherwise receiving actual notice of the conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance, or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1,2,3,4,5, and 6.

Contractor Signature

Date

Contractor Name

Company Name

Required Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on
(name and title of bidder's official)

behalf of _____,
(name of bidder)

that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Executed this _____ day of _____, _____.

Required Form

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Non-procurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____ Contractor's Signature	Address: _____
_____ Printed or Typed Name	_____
_____ Title	_____

**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING****Mail to: The company or individual you are contracting with.**

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 Employer Identification Number (FEIN): _____
5. _____ Hiring or Contracting with:
Name: _____
Address: _____
_____ Receiving Rentals or Royalties From:
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 Section 12-8-550 (temporarily doing business or professional services in South Carolina) or Code Section 12-8-540 (rentals) 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)

INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 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.

Our Internet address is: **www.dor.sc.gov**