

COUNTY OF OCONEE
Procurement Office
415 South Pine Street, Walhalla, SC 29691
Phone: (864) 638-4141 Fax: (864) 638-4142

REQUEST FOR QUOTE

QUOTE NUMBER: 23-103Q DATE: November 27, 2023

DEADLINE TO SUBMIT QUOTE: Thursday, December 14, 2023 @ 2:00pm EST

This is a request for quote; therefore, there will not be a public opening.

SUBMIT QUOTE TO: Oconee County Procurement Office
415 S. Pine Street, Walhalla, SC 29691
Fax: (864) 638-4142
E-mail: kbrown@oconeesc.com

PROCUREMENT FOR: Shoreline Stabilization at High Falls County Park

DIRECT ALL INQUIRES TO: Katie M. Brown, Assistant Procurement Director
Phone: (864) 638-4141
Fax: (864) 638-4142
E-mail: kbrown@oconeesc.com

NOTICE TO BIDDERS: There will be a non-mandatory site visit on Tuesday, December 5, 2023 at 12:00pm at High Falls County Park, located at 671 High Falls Road, Seneca, SC 29672. Due to the importance of all bidders having a clear understanding of the scope and requirements for this contract, it is highly recommended that you attend this meeting. Any changes that may be agreed upon as a result of this meeting will be noted in an addendum to the bid invitation and emailed to all potential bidders. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Director of the County. Oconee County shall not be legally bound by any amendment or interpretation that is not in writing. Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract

QUESTIONS: Questions submitted prior to and during the site visit will be answered in an Addendum, which will be posted on www.oconeesc.com/procurement.

Deadline for questions will be Thursday, December 7, 2023 @ 2:00pm EST.

Oconee County complies with all South Carolina and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.

INSTRUCTIONS AND CONDITIONS

1. **GENERAL:** By submission of a quote, the vendor is guaranteeing that all goods and services meet the requirements of the Request for Quote (hereafter referred to as RFQ) during the contract period. Unless otherwise stated, it is understood and agreed that all items shall be new and in first class condition.
2. **VENDOR'S RESPONSIBILITY:** Each vendor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of a vendor to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this RFQ or to the contract.
3. **PAYMENT TERMS:** Equipment, Goods, and Services – Payment shall be made within 30 days after receipt of equipment, goods and services that are complete and meet all specifications of the RFQ. The County will not make “pre-payments” for any goods or services and partial payments shall be at the discretion of the Procurement Director. Electronic Payments - Oconee County may choose to utilize checks, Procurement Cards (credit card issued by Visa), E-payables or other types of electronic payment methods approved by the Oconee County Administrative Services department. The successful vendor agrees to accept electronic payment by Oconee County at no extra charge, should the County decide to use this method of payment.
4. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing within seven (7) calendar days after receipt of RFQ. The solicitation may or may not be changed, but a review of such notification will be made prior to the award.
5. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein should be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications. Deviations should be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the quote and not listed may be cause for rejection. Vendors offering substitute or equal items should provide information sufficient enough to determine acceptability of item offered.
6. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County based on price, quality, service, availability and other relative factors. Vendors should indicate brand name, model, model number, size, type, weight, color, etc., of the item quoted, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any vendor desires to furnish an item different from the specifications, vendor shall submit along with the quote, the information, data, pictures, designs, cuts, etc., of the item they plan to furnish so as to enable the County to compare the item specified; and, such item shall be given due consideration. The County reserves the right to insist upon, and receive items as specified if the submitted items do not meet the County's standards for acceptance.
7. **UNIT PRICES:** When applicable, unit prices will govern over extended prices unless otherwise stated in this RFQ. All quotes shall remain effective for a minimum of 60 days, unless otherwise stated.
8. **INTERPRETATIONS OR ADDENDA:** No oral changes shall be made to any vendor regarding the RFQ or any part thereof. Every request for an interpretation shall be made in writing via email or fax to the Buyer as indicated in the RFQ. Any changes to the specifications shall be in the form of a written Addendum to the RFQ. The Addendum will be posted on the Procurement web site at www.oconeesc.com/procurement. The Addendum will also be emailed to all vendors who have contacted the Procurement Office and asked to be placed on the Bidder's List. It shall be the vendor's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the RFQ and all vendors shall be bound by such Addenda, whether or not received by the vendors.

9. **REJECTION OR ACCEPTANCE OF QUOTES; WAIVER OF TECHNICALITIES AND IRREGULARITIES:**
The County shall reserve the unqualified right to reject any and all quotes or accept such quotes, as appears in the County's own best interest. The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made under this Article. In all cases, the County shall be the sole judge as to whether a vendor's quote has or has not satisfactorily met the requirements to solicitations made under this Article.
10. **AWARD:** The contract shall be awarded to the lowest responsible and responsive vendor(s) whose quote meets the requirements and criteria set forth in the RFQ. Oconee County reserves the right to waive any technicalities and informalities, and accept or reject any quote as deemed in the best interest of the County. The County will be sole judge as to whether bids submitted meet all requirements contained in this solicitation. When so stated in the RFQ, the award can be made to one or a multiple vendors, whichever is in the best interest of the County, and quantities may vary, depending upon availability of funds, unless otherwise stated.
11. **CONTRACT:** This RFQ and submitted documents, when properly accepted by Oconee County along with a written purchase order, shall constitute a contract equally binding between the successful offeror and Oconee County. No different or additional terms will become a part of this contract, except through a Change Order, when applicable.
12. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the County providing a 30-day advance notice in writing is given to the contractor. Termination requirement does not apply if contract is to terminate at the end of an established contract term.
- Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) day advance written notice, then the County may negotiate reasonable termination costs, if applicable.
- Termination for Cause:** Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any shall not apply. The thirty (30) days advance written notice requirements is waived and the default provision in this bid shall apply; see General Conditions.
- Termination for Non-appropriations:** If Oconee County fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the County. Any termination for non-appropriations shall not prohibit the County from obtaining services in another manner which is in the best interest of the County.
13. **ASSIGNMENT:** Once a contract has been executed, the Contractor shall not assign, sublet, or transfer the contract without the written consent of the Procurement Director.
14. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Director.
15. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County of Oconee and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the County or failure of the County to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's quote.
16. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its

sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

17. S.C. LAW CLAUSE: Upon award of a contract under this RFQ, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed RFQ, the Contractor agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
18. 6% SC SALES TAX: Oconee County is subject to South Carolina Sales Tax on all purchases of goods and services, except for the mining operation of the Oconee County Rock Quarry, and the recycling operation of the Oconee County Solid Waste Department. Therefore, 6% sales tax must be added to all orders, except for the mining operation of the Rock Quarry. Lump sum bids however, shall include sales tax in quote unless otherwise noted. By submission of a signed quote, you are certifying, under penalties of perjury, that you comply with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.
19. DRUG-FREE WORKPLACE: By submittal of this RFQ, you are certifying that you will comply with Title 44, code of Laws of South Carolina, 1976, Section 44-107-30.
20. ILLEGAL IMMIGRATION REFORM ACT – 2008 - Title 8, Chapter 14, Act. No. 280: By submittal of this RFQ, you are certifying that you are in compliance with Title 8, Chapter 14, or that this law is inapplicable to you and your subcontractors. An overview of this law is available at www.procurementlaw.sc.gov/immigration. This is required of all contractors and subcontractors as of January 1, 2010.
21. LOCAL PREFERENCE: The lowest local responsible and responsive vendor who is within two percent (2%) of the lowest non-local responsible and responsive vendor, may match the quote submitted by the non-local responsible and responsive bidder and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes in excess of ten thousand dollars (\$10,000.00). The local preference as set forth in this section shall only be given to local responsible and responsive vendors who have a physical business address located and operating within Oconee County and who have met all other requirements of the solicitations of written quotes including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the County shall not use local preference in awarding the contract. If there are multiple responsible and responsive vendors who meet the local preference guidelines as set forth in this section, the County shall use standard procurement practice and procedure to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the County's unqualified right to reject any and all quotes or accept such quotes, as appears in the County's own best interest.
22. INSURANCE: The successful contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the County by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the contractor for the duration of the contract period; for occurrence policies.

- A. **Commercial General Liability:** Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

\$500,000 General Aggregate Limit
\$500,000 Products & Completed Operations
\$500,000 Personal & Advertising Injury
\$500,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

- B. **Business Commercial Automobile Liability:** Coverage sufficient to cover all vehicles owned, used, or hired by the contractor, his agents, representatives, employees or subcontractors.

Minimum Limits:

\$500,000 Combined Single Limit
\$500,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

- C. **Workers' Compensation:** Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. Oconee County, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers who are lawfully authorized to do business in the state of SC, and who maintain an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the County's Risk Manager.

SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

1. **LICENSES, PERMITS, INSURANCE & TAXES:** All costs for required licenses, insurance and taxes shall be borne by the contractor. It shall be the responsibility of the contractor to obtain all licenses and permits and to pay all fees associated with work performed within the jurisdictions of any city, where applicable. If work is performed in unincorporated areas of the County, a County building permit is required; however, the County will waive any fees.
2. **BUILDING CODES:** The contractor will be solely responsible for compliance with applicable Building Code requirements, all dimensions, and all conditions relating to his work under this contract.
3. **WORKMANSHIP:** Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
4. **INTERFERENCE:** The construction work must be carried on in such a manner, consistent with the practical conditions involved in the erection of the new work, as to cause the least amount of interference and inconvenience to the occupants of nearby or adjoining buildings or property.
5. **PROTECTION OF ADJACENT WORK:** Protect work and adjacent work at all times with suitable covering or by other approved methods. All damage to work in place caused by the contractor shall be repaired and restored to the original good and acceptable condition using same quality and kinds of materials, as required, to match and finish with adjacent work.
6. **SITE CLEANING:** The contractor shall keep the construction site clean and free from an accumulation of debris or materials during the construction. At the completion of the work, the entire facility and premises shall be left clean. All accumulations of trash and other materials which are not to be used in the construction, must be removed from the premises on a daily basis.
7. **FINAL INSPECTION:** At the completion of the contract work, a representative of the Owner shall accompany the contractor on an inspection of the work. All defects found in the work will be corrected by the contractor before final payment will be authorized.
8. **GUARANTEE:** Upon completion of the work and before final payment is made, the contractor shall furnish the Owner a guarantee stating that the contractor shall keep his entire portion of the work in repair, without expense to the Owner, as far as concerns defects of workmanship for a period of one (1) year from the date of final Certificate (unless specified for a longer time elsewhere) and he shall be responsible for, and make good any damage to his work caused by such defect; but this clause shall not be interpreted as holding him responsible for making good any deterioration on his part of the work due to its use or abuse by the Owner.
9. **DATE OF COMMENCEMENT AND COMPLETION:** It is the intent of the County to issue a statement of award to the successful contractor on or about December 15, 2023. Contractor shall submit signed contract, performance and payment bonds, and certificate of insurance, where applicable, within ten (10) days of receiving a notice of award. Upon receipt of signed documents, a Purchase Order will be issued.

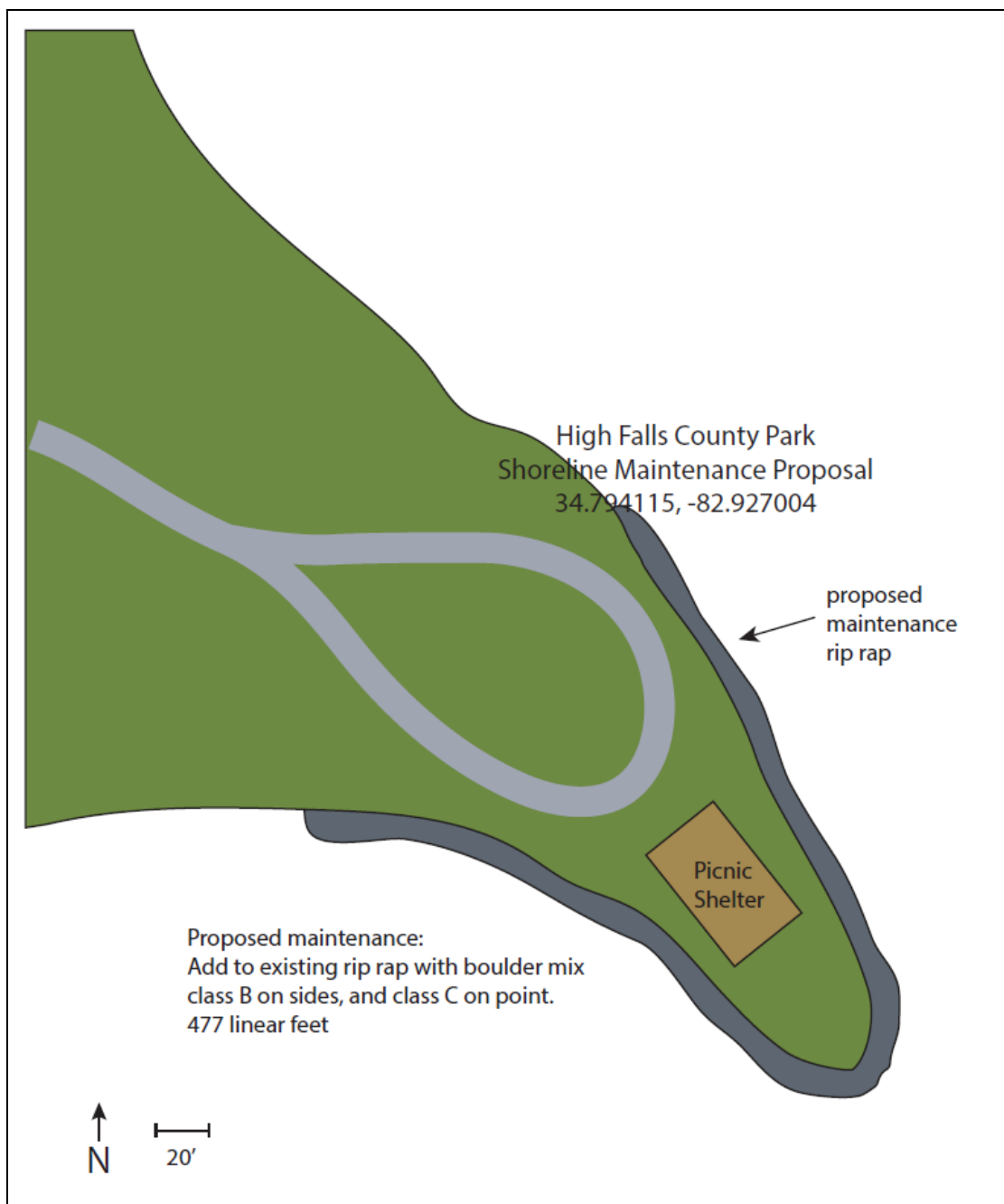
MINIMUM SPECIFICATIONS

Oconee County is seeking competitive quotes, from qualified, licensed contractors, to stabilize the shoreline at High Falls County Park Point Shelter.

High Falls Park is comprised of one parcel of land, which is 45.57 acres and contains 4,380 feet of shoreline. The park is located on the shores of Lake Keowee in Oconee County, South Carolina at 671 High Falls Road in Seneca. The park features two boat ramps and two courtesy docks for public boat launching. The park also contains recreation amenities including a handicap fishing pier, one tennis court, five comfort stations, a volleyball court, basketball area, a ball field, two playgrounds, shoreline picnic areas, a beach area, a recreation building, two (2) rental shelters and a total of ninety-three (93) campsites with water and electricity.

SCOPE OF WORK

Project Location: High Falls County Park, Lake Keowee “Point Shelter Shoreline”



Approximately 477 linear feet of shoreline shall be stabilized.

1. Shoreline Shaping:
 - The shoreline shall be shaped as necessary on undercut areas to ensure proper slope and stability.
 - Any uneven or unstable sections should be addressed to create a uniform and durable shoreline.
2. Erosion Control Fabric Installation:
 - Erosion control fabric (e.g. geotextile filter cloth or equivalent) shall be placed beneath the riprap along the entire stabilization area.
 - Fabric installation shall follow industry best practices and be securely anchored to prevent displacement.
3. Riprap Placement:
 - Riprap shall consist of a mix of Class B and Class C stones, concentrating larger stones on the active end of the peninsula.
 - Stones should be appropriately sized and placed to effectively reduce erosion and stabilize the shoreline.
4. Brush, Tree, and Debris Removal:
 - Care should be taken to preserve existing trees and shrubs where preservation does not hinder stabilization efforts.
 - Identify and remove any brush, trees, or debris that hinder the stabilization efforts.
 - Dispose of removed materials in an environmentally responsible manner.
5. Mulch Application:
 - Single ground hardwood mulch shall be applied to all disturbed areas to promote vegetation growth and prevent erosion.
6. Barge Services:
 - Utilize barge services for the delivery and placement of stone materials.
 - Use a track hoe for precise placement and bank shaping where applicable.
 - Ensure safe handling of brush and debris during the project.
7. Regulatory Compliance:
 - Compliance with all relevant Federal Energy Regulatory Commission (FERC) and environmental regulations is imperative.
 - Adhere to regulatory guidelines that allow stone placement up to the lower of 801' MSL (Mean Sea Level) or match existing stabilization structures.
 - Oconee County has obtained all necessary permits and approvals.
8. Project Timeline:
 - Work is prohibited between March 1st and June 30th to protect fish spawning habitats.
 - The project timeline should be developed in consultation with the contractor, taking into account weather conditions, barge availability, and the timing restrictions related to fish spawning.
9. Safety and Environmental Considerations:
 - Prioritize safety and environmental protection throughout the project.
 - Implement erosion control measures as needed and follow all applicable safety regulations.
10. Reporting and Documentation:
 - The contractor shall provide regular progress reports to the project manager, including photos and documentation of completed work.

11. Project Completion:

- Upon completion of the project, conduct a final inspection to verify that all work has been carried out to satisfaction, and obtain any necessary approvals or certifications.

This scope of work is intended to guide the Shoreline Stabilization Project at High Falls County Park on Lake Keowee. It should be used as a reference document in the procurement and execution of the project.

GENERAL

PROJECT SCHEDULE: Contractor shall include their proposed project schedule on quote form (page 10), to include start time and completion time for each location. Contractor will coordinate work schedule with PRT Project Manager, Stephen Schutt.

SUBCONTRACTORS: The Contractor shall be responsible to the County for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors. Contractor will list any subcontractors to be utilized. Subcontractors Form, provided on page 11.

DELIVERY & INSTALLATION: Project location is High Falls County Park, located at 671 High Falls Road, Seneca, SC 29672.

INSPECTION: Contractor shall contact Stephen Schutt, Oconee County PRT Project Manager, for final inspection. Mr. Schutt will inspect the site when installation is complete to ensure compliance with these written specifications. Payment will be made after Mr. Schutt approves the inspection.

PRODUCT LITERATURE: Submit all installation, owner manuals and other product documentation, as applicable, to the owner representative upon completion of the project.

COUNTY OF OCONEE
Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
Phone: (864) 638-4141 / Fax: (864) 638-4142

QUOTE FORM

QUOTE NUMBER: 23-103Q DATE: November 27, 2023

DEADLINE TO SUBMIT QUOTE: Thursday, December 14, 2023 @ 2:00pm EST

This is a request for quote; therefore, there will not be a public opening.

SUBMIT QUOTE TO: Oconee County Procurement Office
415 S. Pine Street, Walhalla, SC 29691
Fax: (864) 638-4142
E-mail: kbrown@oconeesc.com

PROCUREMENT FOR: Shoreline Stabilization at High Falls County Park

DELIVERY & INSTALL LOCATION: 671 High Falls Road
Seneca, SC 29672

LUMP SUM TOTAL: \$ _____

ESTIMATED PROJECT START DATE: _____

ESTIMATED COMPLETION TIME: _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ EMAIL: _____

SIGNATURE: _____ Title: _____

Print Signature: _____ Date: _____

By signing this Bid Form, the Bidder acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required services necessary for this project.

SUBCONTRACTOR INFORMATION

Name & Address	Description of work to be performed	Dollar Value of Subcontractor's Work
1.		
		\$
2.		
		\$
3.		
		\$
4.		
		\$
5.		
		\$
6.		
		\$

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached RFQ and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quote for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this RFQ. I further certify that this quote is good for a period of sixty (60) days, unless otherwise stated.

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Phone #

Fax #

E-mail Address

Mobile Phone #

Remittance Address

City, State, Zip

Phone #

Toll-Free Phone #, if available

Federal Tax ID Number

SC Sales and Use Tax Number



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

I-312
 (Rev. 7/28/06)
 3323

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 Identification Number: _____
5. _____ Hiring or Contracting with:
 Name: _____
 Address: _____
- _____ Receiving Rentals or Royalties From:
 Name: _____
 Address: _____
- _____ Beneficiary of Trusts and Estates:
 Name: _____
 Address: _____

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

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

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

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

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

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

If Corporate officer state title: _____

 (Name - Please Print)

33231010