



Barrett J. Tolbert
Contracts and Procurement Director

PROCUREMENT DEPARTMENT

Phone: 843.958.4750
Fax: 843.958.4758
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive – Suite B250
North Charleston, SC 29405-7464

Date: August 20, 2010

**IMPORTANT: SHOW BID NO. ON
RETURN ENVELOPE**

**INVITATION FOR BIDS ON
THE RENTAL OF UNIFORMS, AS
SPECIFIED HEREIN**

Bid Number: IFB NO. 4459-11M

**To Be Closed: Friday, September 10, 2010 at 3:00
p.m.**

SEALED BIDS, SUBJECT TO THE CONDITIONS MADE A PART HEREOF, WILL BE RECEIVED AT THIS OFFICE UNTIL **3:00 P.M.** ON THE DATE STATED ABOVE, AND THEN PUBLICLY OPENED FOR FURNISHING THE SUPPLIES, MATERIALS, AND/OR SERVICES AS DESCRIBED HEREIN. BIDS RECEIVED LATE WILL NOT BE OPENED.

WRITTEN QUESTIONS DEADLINE:

The last day and time for submittal of written questions shall be no later than **5:00 p.m., Tuesday, August 31, 2010.**

GENERAL TERMS AND CONDITIONS

1. Sealed bids, subject to the Instructions and General Conditions of this bid listed below and any special conditions set forth herein, will be received at the Procurement Department, Lonnie Hamilton, III Public Services Building, 4045 Bridge View Drive, Suite B250, North Charleston, South Carolina 29405, **until 3:00 p.m. (as shown on the official clock in the Procurement Department)** on the bid opening date for furnishing the Charleston County material and/or list of materials, supplies, equipment, or services shown on the attached Bid Form. Bids shall include all charges for delivery to the location designated in the IFB package.

2. Bidders must a) use the Bid Form(s) provided herein when submitting bids; b) return the meets, exceeds and exceptions portion of this IFB, as well as the Bid Form(s); and c) give unit price, applicable itemized sales tax, extended totals, and sign the bid. Bids need to be sealed and identify on the face of the envelope your bid by number, articles, and date of closing. Failure to follow instructions may cause rejection of bid. Faxed bids will not be accepted.
3. For the purpose of this solicitation, the "Work" is defined as the sale, delivery and associated services, (if applicable), of the requested equipment.
4. Identify the items you will furnish by brand, manufacturer's name, and model number(s). Also furnish specifications and descriptive literature and/or brochures on item(s) bid. By submitting this required information, vendor warrants that the product will perform in accordance with its noted performance specifications, as well as with the performance criteria and representation indicated in any documentation which describes said product.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of quality and not restrictive to those mentioned.
6. State and Local Taxes: Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue and Taxation (the "SCDOR"). When and if County receives an executed SCDOR form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding (See attached) such withholding shall cease.

If applicable, successful Bidder shall calculate that portion of the price which is subject to the seven and one half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the successful Bidder. If successful Bidder is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Bidder furnishes County with a valid South Carolina Sales Tax Account Number.

The successful Bidder shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of successful Bidder's failure to pay any tax of any type due in connection with this Contract. The County is exempt from paying Federal Excise Tax.

The successful Bidder shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

7. The delivery date(s) shall be stated in definite terms, as delivery is one of the factors considered when making the award. Unless otherwise stated, the County desires the earliest reasonable delivery.

8. The County reserves the right to cancel all, or any part of, orders if delivery is not made as represented on the bid. In case of delay, the successful Bidder must notify the Contracts and Procurement Director as soon as the delay is discovered.
9. In case of default by the successful Bidder, the County will procure the articles from other sources and hold the successful Bidder responsible for any excess cost(s) occasioned thereby as stated in paragraph 23, Actual Damages, herein.
10. Failure to deliver by the date promised or failure to comply with the specifications may disqualify successful Bidder from future bidding.
11. Prices must be stated in units of quantity specified and must be firm.
12. Goods must be fit for the ordinary purposes of such goods and be of fair average quality as included in the implied warranty of merchantability. The County may also exclude limitations of warranties and liabilities under Section 402a of the Restatement of Torts, Second.
13. Bids which are incomplete, conditional, or obscure or which contain erasures, alterations or irregularities of any kind may be rejected.
14. Integration; Amendments; Modifications. The Purchase Order issued to the successful Bidder, along with this IFB, will represent the entire and integrated Contract (the "Contract") between the County and the successful Bidder and will supersede all prior representations or contracts either written or oral. The Purchase Order and this IFB may be amended or modified only by a written instrument signed by each Party.
15. Indemnification: Except for expenses or liabilities arising from the negligence or intentional acts of the County, the successful Bidder hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the successful Bidder in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the successful Bidder expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the successful Bidder and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the successful Bidder, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the successful Bidder's employees and any person, directly or indirectly employed by the successful Bidder (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, successful Bidder shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the successful Bidder will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the successful Bidder in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the successful Bidder's employees and any person, directly or indirectly employed by the successful Bidder (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of claim that triggers the indemnity, the successful Bidder shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the successful Bidder's obligations under this section. The terms and conditions contained in this section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the successful Bidder's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

16. The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the Circuit Court within the Ninth Judicial Circuit, Charleston County, South Carolina.
17. Prices must include all freight/delivery charges to the location designated in the bid package, and risk of loss shall be borne by the successful Bidder until final payment of goods by County.
18. Method of Award and Notification. Bids will be analyzed and the award made to the lowest, responsive and responsible Bidder(s) whose bid conforms to the specifications and/or whose bid is considered to be the best value in the opinion of the County. The County reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bids received on the basis of individual items or groups of items or the entire list of items.

The signed bid shall be considered an offer on part of the Bidder; such offer shall be deemed accepted upon the issuance by the County of a Purchase Order.

19. The bid submission shall be accompanied by a notarized affidavit of non-collusion, executed by the Bidder or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

No agent, employee or representative of the County has any authority to bind the County to any affirmation or representation unless specifically included in the aforesaid Purchase Order and IFB.

20. Order of Precedence and Partial Invalidity. To the extent that they are inconsistent or contradictory, express terms of aforesaid IFB, Purchase Orders, and attachments take precedence

over general conditions. To the extent that any provision herein is held invalid, then that provision shall be deemed to be deleted and the remaining provisions shall remain in full force and effect.

21. The successful Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended).
22. The successful Bidder shall not discriminate against any individuals based upon age, sex, race, or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.
23. Actual Damages. The successful Bidder expressly agrees that if the Work, or any part thereof, are not performed or completed in a timely or professional manner in accordance with the Contract or any amendment thereto, the successful Bidder and its sureties shall be liable to the County for actual damages which relate to the successful Bidder failure to perform or complete the Work in the manner described above. If actual damages are agreed to by the County and successful Bidder or awarded by the Court, the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the successful Bidder the amount of such actual damages; and if the amount so retained by the County is not sufficient to pay in full such actual damages, the successful Bidder and/or its sureties shall pay to the County the amount necessary to effect payment in full of such actual damages.
24. Uncontrollable Circumstances. Any delay in or failure of performance by the successful Bidder or County shall not constitute default hereunder as and to the extent such delay or failure is caused by an occurrence beyond the control of the successful Bidder or County, including without limitation: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; acts of war, rebellion or sabotage or damage resulting therefrom; fires; floods; explosions; accidents; riots; strikes or other concerted acts or workers or disputes with workers; or any occurrence, whether or not of the same class or kind as those specifically above-mentioned, which is not within the control of the successful Bidder or the County, and which, by the exercise of reasonable diligence, the successful Bidder or the County is unable to prevent.
25. Suspension. The Contracts and Procurement Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Services.

The Contracts and Procurement Director may order suspension of the Services in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Services.

When the Contracts and Procurement Director orders any suspension of the Services under the subparagraph above, the Contractor shall not be entitled to any payment for Services with respect to the period during which such Services is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

26. Termination. The Contracts and Procurement Director, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the successful Bidder shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The successful Bidder will not be compensated for any other costs in connection with a termination for convenience. The successful Bidder will not be entitled to recover any damages in connection with a termination for convenience.

If the successful Bidder refuses or fails to perform the services or any separable part thereof in a timely or workmanlike manner in accordance with the Purchase Order, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Purchase Order deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that successful Bidder obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this section, County shall have the right to terminate forthwith this Contract by written notice to the successful Bidder. In the event of such default, the advance notice period for termination is waived and the successful Bidder shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the successful Bidder's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from successful Bidder's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

The Contracts and Procurement Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the successful Bidder shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The successful Bidder will not be compensated for any other costs in connection with a termination for non-appropriation. The successful Bidder will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

27. All inquiries concerning this IFB, whether procurement or technical matters, shall be made through the Charleston County Procurement Department. The Bidder shall not contact other employees of Charleston County concerning this Invitation for Bids without prior authorization from the Procurement Department. Failure to follow this procedure may be grounds for rejection of bid.
28. Any interpretation, correction or change of the IFB documents will be made by addendum. It is your responsibility to monitor the Procurement website at www.charlestoncounty.org for any additional information, revisions, or addenda that may be posted.
29. Compliance with Legal Requirements: All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be

binding upon the Contractor throughout the pendency of this Services. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

By signing a bid, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold County harmless and indemnify same in the event of non-compliance.

INSTRUCTIONS TO BIDDERS

- A. All Bidders are instructed to use the IFB package for all responses to specifications.
- B. Recognizing that any subsection (i.e., 1.A, 1.B, 1.C, etc.) can apply to any of the factors, please check the appropriate factor:
- | | | |
|-------|---------|-----------|
| Meets | Exceeds | Exception |
|-------|---------|-----------|
- C. If a Bidder "Exceeds" or takes "Exception", then the Bidder is to fully explain the deviation from the Specification requested. (If not enough space, then use a separate sheet of paper and list specification number and page number.
- D. All specifications are specific determining criteria. The County feels it is necessary to obtain products that will provide serviceability, repairability, and operational longevity.
- E. If any specification seems ambiguous, it is the vendor's responsibility to seek clarification and/or definition from the Procurement Office. Acceptance of product(s) at delivery will be based upon the County's interpretation of the requested bid specifications.
- F. FAILURE TO FOLLOW ALL INSTRUCTIONS INCLUDED IN THE IFB PACKAGE MAY RESULT IN REJECTION OF BID.

G. **LOCAL VENDOR PREFERENCE OPTION**

- A. A Local Vendor Preference Option is available to local vendors. Assuming a local vendor does not provide the lowest price/fee on a particular bid, the local vendor preference option allows the lowest local vendor the opportunity to match the low bid if the local vendor's bid is within 5% or \$10,000 of the non-local lowest responsive bid.
1. Any vendor claiming the local preference option must meet qualifications stated in Paragraph B below.
 2. The Local Vendor Preference Option will be allowed only for bids in which the lowest responsive bid amount exceeds \$10,000.
 3. In the event the procurement is to be made pursuant to state or federal guidelines that prohibit or restrict local preference, then there shall be no local preference used in award.
- B. A local vendor claiming local preference status must meet the following qualifications for the local preference status:
1. Has a principal place of business located within the limits of Charleston County. (A post office box or temporary construction or office trailer shall not be considered a place of business).
 2. Has a valid business license issued at least twelve (12) months prior to the particular bid closing in which preference is being asked. The business license may be for any municipality within Charleston County or business license for Charleston County.

3. Has been engaged in business in Charleston County for at least twelve (12) months.
 4. Has proof of payment of all applicable Charleston County taxes and fees.
- C. Local vendors must state in their bid submittal that they are requesting consideration for Local Vendor Preference.
- H. Questions or clarifications concerning this solicitation should ***only*** be directed to:

Valerie Mansfield, Buyer
County of Charleston Procurement Department
4045 Bridge View Drive – Suite B250
North Charleston, SC 29405
Tel: 843-958-4752
Fax: 843-958-4758
Email address: vmansfield@charlestoncounty.org

If the Buyer named above is unavailable, please contact:

Barrett J. Tolbert, Contracts and Procurement Director
Tel: 843-958-4750
Fax: 843-958-4758

SCOPE OF WORK FOR RENTAL OF UNIFORMS FOR CHARLESTON COUNTY'S PUBLIC WORKS DEPARTMENT

The Public Works department employs about 120 people making up 5 sections: Administration, Civil Engineering, Mosquito Control, Field Operations and Stormwater Drainage.

I. Contract

A. Initial Contract

The term of the contract shall become effective upon date of issuance of the Notice to Proceed and shall be for a period of two (2) years.

B. Contract Extension

The County reserves the right to extend the contract on a two year basis if it is determined to be in its best interests.

1. The life of the contract, including all extensions, shall not exceed a period of four (4) years.
2. The County may consider a rate increase, if it can be sufficiently justified by the vendor no later than 60 calendar days prior to the anniversary of the contract.

C. Termination

The County reserves the right to terminate the contract during the initial term, or any extension thereof, for deficiencies in service and/or quality of garments or other merchandise supplied by the vendor.

II. Scope of Work

The successful Bidder will furnish the County with new garments and other merchandise as described, freshly processed, and finished in accordance with the generally accepted standards of the textile rental industry.

III. Pick-up & Delivery

A. Frequency

Successful Bidder agrees to provide garment and other merchandise servicing on a **weekly** basis, with the understanding that laundered items are delivered the **same day** that the soiled items are picked up.

B. Times

Days and times available for deliveries are Monday – Friday between the hours of 7:30 AM - 12:00 PM. The County will coordinate with the successful Bidder to establish **a definite day and time frame** prior to the commencement of the contract.

1. If the vendor fails to deliver all of the required uniforms on the regular delivery day, the vendor will make a special delivery of any missing uniforms no later than the afternoon of the day following the regularly scheduled delivery day.
2. The vendor must coordinate with the Public Works department to make other arrangements for delivery of uniforms if the delivery day coincides with a County holiday.

C. Locations

The vendor will deliver clean items to multiple locations as identified below: Price per uniform shall not differ between locations.

Azalea: 4350 Azalea Drive; North Charleston, SC 29405
Mosquito Control: 4370 Azalea Drive; North Charleston, SC 29405
East Cooper: 4836 Seewee Road; Awendaw, SC 29429
Ravenel: 6963 Old Jacksonboro Road; Ravenel, SC 29470
James Island: 617 Riverland Drive; James Island, SC 29412
Johns Island: 1521 Main Road; Johns Island, SC 29455

D. Miscellaneous

The vendor will be responsible for the pick-up of excess wire hangers for recycling.

IV. Uniforms

The vendor shall furnish **new** uniforms for the initial setup and outfitting of County employees. In all instances, "like new" uniforms are **not acceptable**.

A. Seasonal Options

1. The vendor will provide a seasonal change option of shirt sleeve length as well as the option of having some shirts of both sleeve lengths.
2. The vendor will provide a seasonal change option of pant length (pants vs. shorts) as well as the option of having mixed sets.

B. Patchwork

The vendor will be responsible for providing patches with the County logo and the department name (Public Works) on all uniforms (shirts, coveralls and jackets). **Silk screening is not acceptable.** The County logo and department name shall be over the left breast area. Name patches, where specified, will be appropriate to the uniform material and color and will be sewn onto the right breast area.

1. Logo patches shall be 2" x 4" and shall be appropriate to the uniform material and color with the department name in ½" lettering in a contrasting color and should be sewn on the uniform. Employee name patches shall be 1" x 3" and shall be appropriate to the uniform material and color with the employee's name in ½" lettering in a contrasting color. Patches shall **not be glued** on. An employee's patches should be reused when possible when providing replacement uniforms. Patches are the property of the County. For security

reasons, all patches shall be returned to the County when uniforms are finally returned either due to the end of the contract or the termination of an employee. The vendor will be charged the cost of the patch for every patch not returned.

2. Artwork for the logo will be provided by the County on a CD-ROM. A one-time fee for the set-up of the artwork will be allowed and should be indicated on the bid form. The application of the County logo, as may be required throughout the contract, shall be at no additional charge (other than as identified on the bid form) to the County.

For reference, this is the County logo:



C. Measurements & Fitting

The vendor will be responsible for furnishing the proper size uniforms for each employee; therefore, the vendor will determine the size of each employee prior to delivery.

1. The vendor(s) will provide two measuring opportunities for employees, scheduled two weeks apart, from 7am to 9am, at the Azalea complex location. The first opportunity shall be provided within one week of the issuance of the Notice to Proceed.
2. The vendor will coordinate any additional measurements and size adjustments with the County.
3. The vendor shall also perform alterations, including hemming, to garments to ensure proper fit, at no additional cost to the County.

D. Initial Inventory Rollout

1. The vendor will have all employees fitted and provided with uniforms within thirty (30) calendar days of issuance of the Notice to Proceed.
2. New hired employees must be fitted and provided with uniforms within two (2) weeks of notification by the County.
3. Resized employees must be fitted and provided with uniforms within two (2) weeks of notification by the County.

4. County employees will sign a form acknowledging that their uniforms are the correct size and length, fit properly, and are the correct number of garments.
 - a. One copy of the form is kept by the vendor, and one copy is kept by the County.
 - b. If garments do not fit, the employee should note that, and an appointment should be scheduled for a re-fitting.
 - c. If any garments are missing, the employee may accept what is being delivered, but should note the deficiency. When the missing garments are delivered, the employee shall sign another acknowledgement form.

E. Cleaning

1. All uniforms must be washed in full accordance with the State of South Carolina requirements governing commercial and industrial laundries. All uniforms must be treated for mildew prevention. All uniforms must be laundered using detergents or cleaners that leave the garment odor free. Uniforms, which retain an offensive smell or residual odor after laundering, will not be acceptable.
2. Due to the nature of the work being performed by the employees, the vendor can expect the following types of laundering issues: burns from welding, grease, hydraulic fluid, oil, battery acid stains, dirt, paint spots pesticides, herbicides, fuels, asphalt, and stone dust.

F. Finishing

1. All uniforms must be neatly pressed or finished within acceptable standards and the best practices of the industry and delivered one set per hanger.
2. Uniforms shall be bound with a twist tie or other binding material for grouping uniforms by employee.
3. All “executive wear” shall be pressed and enclosed in a plastic bag for delivery.

G. Repairs

1. The vendor shall maintain all rental uniforms in a reasonable condition; to include the replacements of buttons and repairing of rips.
2. Damages due to work related activities, such as burn holes from welding, heavy soiling from grease, rips and tears from work material snags or equipment will not be considered as willful abuse and will be repaired by the vendor. The interpretation and definition of reasonable condition, as used herein, shall be unconditionally that of the County, and the vendor shall unconditionally accept said interpretations. In the event that a garment is beyond repair, the vendor will be required to replace the garment with a new garment at no cost to the County.
3. Uniforms, which have not been satisfactorily repaired at time of delivery, will not be accepted and will be removed from invoice until replaced or altered to acceptable condition.

4. The vendor shall have a method in the cleaning process that detects required repairs.
5. Repair tags will be provided to each location at the start-up of the contract, and as needed throughout the contract.

H. Replacement

Successful Bidder will provide a complete replacement/change out of uniforms for each employee every two (2) years or 104 consecutive weeks of service.

1. The vendor will replace garments ripped, permanently stained and/or worn out through normal wear and tear which can no longer be rendered adequately serviceable within two (2) weeks of notice by the County.
2. Resized uniforms: In the event that an employee's size changes due to an increase or decrease in weight or height, the vendor will make the necessary size adjustments.
 - a. Employees shall be allowed one size change per year at no additional cost to the County.
 - b. Any additional size change for an employee after the first free change shall be an additional charge (as indicated on the bid form) to the County.
3. Lost or Damaged Uniforms
 - a. The vendor is responsible for replacing any garment lost while in their possession at no cost to the County.
 - b. The County will absorb the cost of any uniforms not returned at termination/expiration or lost, destroyed, stolen or damaged through negligence of its employees, only at the price shown on the bid sheet. Any uniforms paid for under this provision will become the property of the County.

I. Turnaround

The following incidents shall be corrected and/or completed within two (2) weeks of the request by the County **at no additional charge** to the County.

- New uniforms for new County employees.
- Removal of stains from garments or, if unable to remove stains, the replacement of the garment.
- Repair or mending of garments or, if unable to be mended, the replacement of the garment.
- Replacement of a garment lost by the vendor.
- Issuance of a new set of uniforms to an employee due to a change in size.
- Issuance of a new set of uniforms to all employees in the event that the contract is renewed.

J. Change in Quantities

The quantities listed on the bid sheet are estimates based on the County's current staffing and historical usage.

1. The County shall have the right to notify the successful Bidder of its changed needs in uniform service under the contract. If the County requires an increase in requirements of

garments or other merchandise supplied, the successful Bidder will satisfy the needs under the same conditions herein. If the County determines a decrease in requirements of garments or other merchandise supplied, the successful Bidder shall so comply with the appropriate reduction in total contract cost to the County.

2. Termination of County Employees: If an employee that receives uniforms is no longer employed by the County, his/her uniforms will be returned to the vendor within thirty (30) calendar days, or provide compensation as specified in section IV.H.3.b. The vendor will stop billing for those uniforms upon receipt of uniforms or compensation.

V. Account Management

A. Account Liaisons

1. The vendor shall have available to the County a specified "Account Liaison" to handle all problems regarding billing, deliveries, discrepancies, etc. The County will assign a liaison upon notice to proceed.

B. Inventory Management/Quality Assurance

The vendor shall be responsible for all inventory counts of outgoing and incoming uniforms for each individual employee and shall submit to the County a check-sheet of the same.

1. Each garment shall be identified with a tracking coding tape, which identifies the employee to his/her uniforms and ensures that the garments are returned to the respective employee after each cleaning. **(Provide with your bid a statement explaining your tracking/quality assurance program for ensuring accuracy in uniform deliveries.)**

VI. Invoicing

- A. The vendor will invoice the County on a monthly basis. The invoice shall indicate the name of the employee and number of sets delivered or any other information the County requests.
- B. The County shall be afforded credit for any employees on vacation for five (5) or more consecutive business days. The County shall keep a log of its employees and their vacation days. The County shall submit this log to the Account Liaison, who shall semi-annually issue the vacation credits on one invoice in the month of December and one invoice in the month of June. The vendor shall bill at a reduced rate of 50%.
- C. No Added/Hidden Charges

1. **Bid prices shall include all costs associated with completion of contract requirements.**
2. Charges and/or fees for other than the bid prices requested on the enclosed bid form are unacceptable and will not be paid.
3. Examples of added charges or fees include service fees, insurance fees, make ready fees, emblem fees, and waste water fees. Additionally, hidden costs will not be paid.
4. The prices shall include any oversize charge. Oversize charges will not be paid by the County.

5. Invoices presented for payment for any added charges, fees, or hidden costs will not be honored.

VIII. Determination of Responsibility

The County may make such investigations as it deems necessary to determine the ability of any bidder to perform the work; and bidders shall furnish to the County all such information and data for this purpose. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder indicates that he/she are not properly qualified to carry out the obligations of the contract and to complete the contract as set forth in this IFB.

- A. Bidders shall have a minimum of five (5) years experience in the uniform rental business and shall have completed a minimum of three (3) contracts of similar size and scope.
- B. Bidders shall provide the names, addresses and phone numbers of three (3) clients with whom they have completed contracts of comparable size and scope as this IFB.

BIDDER: _____

IFB NO. 4459-11M

Bidder's Company Name: _____

Bidder has read and understands the requirements for uniform rental: ☐ YES. Initial here: _____

Bidder's response: ☐ Meets the requirements stated herein

☐ Exceeds the requirements stated herein (explain below)

☐ Takes exception with the requirements stated herein (explain below)

Description:

The ANSI/ISEA specifications and or requirements mentioned hereinafter will be specifically referring to the "most current edition" of ANSI/ISEA 107-2010, American National Standard for High Visibility Safety Apparel and Headwear specification and guidelines. Uniforms shall be in compliance with the most current Edition of the MUTCD Part 6E.02 - High-Visibility Safety Apparel and all of the requirements of the Federal Highway Administration 23 CFR, Part 634 – Worker Visibility. Uniforms must be manufactured using ANSI/ISEA certified background and retroreflective component materials and meet all of ANSI/ISEA design requirements.

Meets: _____ Exceeds: _____ Exceptions: _____

Certificates:

Component reflective material in this specification shall be separately certified to ANSI/ISEA specifications by a competent and qualified independent laboratory. Third party ANSI/ISEA 107-2010 certificates of compliance for both component materials shall kept on file at the manufacturer, and a copy of all certificates shall be submitted with the bid.

Meets: _____ Exceeds: _____ Exceptions: _____

Background Material – ANSI/ISEA 107-2010 certified:

1. Shall be fluorescent lime-yellow or orange
2. Shall meet color, performance and care label recommendations per ANSI/ISEA 107-2010.
3. Shall maintain its fluorescent color throughout the industrial wash process for the rental garment.
4. The fabric shall be treated with an inherent wicking finish to transport moisture away from the body to aid in keeping the body dry.

Meets: _____ Exceeds: _____ Exceptions: _____

Retroreflective Performance – ANSI/ISEA 107-2010 certified:

1. Stripes shall consist of 3M Scotchlite ConformTrim Reflective 2” stripes.
2. Shall be certified as ANSI/ISEA 107-2010 level 2 or 3 retroreflective material.
3. The retroreflective trim shall be laminated onto the background material using guidelines for the lamination process as set forth by the manufacturer.
4. Shall be certified to a minimum of 75 washings.
5. Shall meet care label recommendations and labeled per ANSI/ISEA 107-2010.

Meets: _____ Exceeds: _____ Exceptions: _____

Garment Specifications:

Check all options that will be offered under this contract.

ANSI Must be Available in Both Orange and Yellow

- ☐ Short Sleeve T-Shirts (Ansi II)
- ☐ Short Sleeve T-Shirts w/ Pocket (Ansi II)
- ☐ Polo Shirts (Ansi II)
- ☐ Long Sleeve T-Shirts (Ansi III)
- ☐ Long Sleeve T-Shirts w/ Pocket (Ansi III)

List additional options: _____

List Model Number and Manufacturer: _____

Pants/Shorts:

- ☐ Cargo Pants – 65/35 cotton / poly blend
 - ☐ Khaki
 - ☐ Navy
 - ☐ Charcoal
- ☐ Work – grease and stain resistant (Navy)
- ☐ Cargo Shorts – 65/35 Cotton/Poly blend (Khaki)

BIDDER: _____

IFB NO. 4459-11M

List available colors: _____

List Model Number and Manufacturer: _____

Work jackets with removable liner:

____ ANSI III

____ Non ANSI

List available colors: _____

List Model Number and Manufacturer: _____

Non-Ansi Shirt Options:

Dress shirts: 65/35 cotton twill, button front

Oxford Shirts: button up

Polo Shirts: 65/35 poly cotton blend, short sleeve with collar

List available colors: _____

List Model Number and Manufacturer: _____

Additional:

1. There shall be no raw edges on any items.
2. Any label that is sewn into the collar of the t-shirt must be made from a soft fabric that is not abrasive to the wearer's neck.
3. Sizing shall include: Small to 5XL (XXXXXL).

Meets: _____ Exceeds: _____ Exceptions: _____

Workmanship:

The high visibility safety uniforms shall be of expert workmanship, comfortable to wear, free of ragged edges, surface blemishes, loose stitches, uneven seams or any defect that would render the garment ineffective for its intended use. Any label that is sewn into the collar of the t-shirt must be of a soft fabric that is not abrasive to the wearer's neck.

Meets: _____ Exceeds: _____ Exceptions: _____

BID FORM**Page One**

Please bid as specified. Prices must be F.O.B Destination, Freight Included.
Prices must include all applicable taxes.
Price per item shall not differ between locations.

11 sets of uniforms per employee include Shirts (11), Pants (11), and Jackets (2)

Bids should reflect weekly per item rates.

ANSI II Short Sleeve T-Shirts \$ _____ Per Item

ANSI III Long Sleeve T-Shirts \$ _____ Per Item

ANSI II Polo Shirts: \$ _____ Per Item

Polo Shirts (non ANSI) \$ _____ Per Item

Dress Shirts (non ANSI) \$ _____ Per Item

Oxford Shirts (non ANSI) \$ _____ Per Item

Pants:

Cargo \$ _____ Per Item

Work (grease resistant) \$ _____ Per Item

Shorts:

Cargo \$ _____ Per Item

Jackets (with removable liner and ANSI III) \$ _____ Per Item

Jackets (with removable liner - Non ANSI) \$ _____ Per Item

Miscellaneous Charges for Rental Uniforms

Additional Charge for 3x or Larger Items	\$ _____ / item
Resizing fee: Employee is allowed one change in size per year at no cost. Charge for any additional size change is	\$ _____ /employee
Lost fee: Uniforms lost by negligence of the County or its employees shall be charged to the County.	\$ _____ /item
One-time fee for set-up of art work	\$ _____
Patches (County Logo + Name = "patch set")	\$ _____ /"patch set"

Replacement cost for damaged or destroyed garments (per item)

BID FORM Page Two

DISCOUNTS:

Indicate any discount for prompt payment (\$ or %) _____

Terms for prompt payment (if applicable) _____

BID ACCEPTANCE PERIOD:

Bidder agrees to hold bid open for a period of sixty (60) calendar days from the date that the bids are due.

LOCAL VENDOR PREFERENCE OPTION:My company meets the requirements and wishes to request the local vendor preference. ☐ No ☐ Yes**ANSI/ISEA COLORS:**

List any other colors that are available: _____

CERTIFICATES:

Attach certificates of ANSI/ISEA compliance for both component materials.

DETERMINATION OF RESPONSIBILITY:

Indicate number of years your company has been in the uniform business: _____ years

Attach a list of three (3) references including contact information of comparable contracts.

QUALITY ASSURANCE:

Attach a statement explaining your tracking/quality assurance program for ensuring accuracy in uniform deliveries

METHOD OF AWARD AND NOTIFICATION:

Bids will be analyzed and the award made to the lowest and best responsive Bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

The County reserves the right to reject any or all bids and any part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to award the bid on an item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such or when it is determined to be in the best interest of the County.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon the issuance by the County of a Purchase Order or other contractual document. This bid will be evaluated by consideration of the following factors:

1. Conformity to specifications
2. Cost of Equipment
3. Delivery Time

BIDDER: _____

IFB NO. 4459-11M

BID FORM
Page Three

BID ACCEPTANCE PERIOD:

Bidder agrees to hold bid open for a period of sixty (60) calendar days from the date that the bids are due.

Firm Name

Date

Authorized Signature

Name & Title (type or print)

Mailing Address

City, State Zip

Federal Tax I.D. Number

State of Incorporation

Telephone Number

Fax Number

Sales Contact

Telephone Number

Email Address: _____

Principal(s) of Company: _____

A signature certifies that the price submitted was independently arrived at without collusion.

BID FORM Page Four

CHARLESTON COUNTY TAXES:

Please note that the Procurement Department is required to verify that all taxes have been paid to the County. If you owe delinquent taxes your bid may be disqualified from consideration. If you wish to inquire as to your tax status you may contact the Charleston County Delinquent Tax Office at (843) 958-4570.

BUSINESS LICENSE:

Does your business have a valid Charleston County Business License? ☐ No ☐ Yes # _____
 You must possess a valid Charleston Business License for business undertaken in the corporate limits.
 Contact the Charleston Revenue Collection Department at (843) 202-6080 with any questions.

Is your firm a _____ Corporation, _____ Sole Proprietorship, or _____ Partnership?

If incorporated, please list state of incorporation: _____

CHARLESTON COUNTY DISADVANTAGED BUSINESS GOAL:

Charleston County Council has established a goal of 20% for Disadvantaged Business Enterprise (DBE) participation.

BUSINESS OWNERSHIP CERTIFICATION:

Are You A Certified Charleston County Small Business Enterprise (SBE)? ☐ No ☐ Yes

(If Yes, Give SBE Certification No. _____)

☐ White Male _____%	☐ Hispanic/Latino Male _____%	☐ American Indian/Alaskan Native Male _____%
☐ White Female _____%	☐ Hispanic/Latino Female _____%	☐ American Indian/Alaskan Native Female _____%
☐ Black Male _____%	☐ Asian Male _____%	☐ Native Hawaiian/Pacific Islander Male _____%
☐ Black Female _____%	☐ Asian Female _____%	☐ Native Hawaiian/Pacific Islander Female _____%

Compliance with Illegal Immigration Act

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors or sub-subcontractors; or (b) that the Bidder/Offeror and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both.”

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Charleston County Contract Number: 4459

Project Name: Rental of Uniforms

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

BIDDER: _____

IFB NO. 4459-11M

Non-Collusion Oath

COUNTY OF: _____

STATE OF: _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2010

NOTARY PUBLIC FOR THE

STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

Authorized Signature for Bidder

Please print Bidder's name and address:

(Note: Notary seal required for Out of State Bidder)



Equal Employment Opportunity Certification

(For Contractors/Vendors Other Than Individuals)

Charleston County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor/Vendor hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Charleston County Contract Number: 4459

Project Name: Rental of Uniforms

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

INSURANCE REQUIREMENTS
(Contracts Equal To Or Less Than \$25,000)

Contractors working for the County of Charleston are required to procure and maintain for the duration of their contract with the County insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, its agents, representatives, employees or subconsultants. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY** : \$500,000 combined single limit per occurrence for bodily injury, property damage, and personnel injury with a \$1,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY**: \$500,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability

The County of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Charleston, its officials, employees or volunteers. To accomplish this objective, the County of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the County of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the County of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the County of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County of Charleston.

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the County of Charleston.
- F. Each insured policy required by the County of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County of Charleston.
- G. All coverages for subconsultants shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. If the County elects to assign the attached contract to the Charleston Public Facilities Corporation, as set for in the contract, then the Charleston Public Facilities Corporation shall be named an additional insured along with the County of Charleston and shall be equally entitled to all coverages and benefits of the policies.
- J. Contractor shall furnish the County of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County of Charleston, Procurement Department, before work commences. The County of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

Charleston County Procurement Department
 Attn: Chuck Wiggins
 4045 Bridge View Drive – B250
 North Charleston, South Carolina 29405

CHARLESTON COUNTY SAMPLE CERTIFICATE OF INSURANCE						
Producer ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345 Insured XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
			COMPANIES AFFORDING COVERAGE			
			Company A (Issuing Company) Company B			
COVERAGES						
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.						
CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☒ Comm. General Liability ☐ Claims Made ☒ Occur ☐ Owner's & Contract's Prot ☒ Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate	\$1,000,000
					Prod-Comp/Op Agg	\$500,000
					Pers. & Adv. Injury	\$500,000
					Each Occurrence	\$500,000
					Fire Damage (One Fire)	\$50,000
					Med Exp. (Any one Person)	\$5,000
	AUTOMOBILE LIABILITY ☒ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$500,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY ☐ Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY ☐ Umbrella Form ☐ Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability The Proprietor/Partners/Executive Officers Are: ☐ Incl ☐ Excl	XXXXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	☐ Statutory Limits	
					Each Accident	\$100,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$100,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS (FORM B (ISO-2010 10/93) IS INCLUDED, NAMING HOLDER AS ADDITIONAL INSURED. THIS INSURANCE IS PRIMARY, AND OUR OBLIGATIONS ARE NOT AFFECTED BY ANY OTHER INSURANCE CARRIED BY THE ADDITIONAL INSURED WHETHER PRIMARY, EXCESS, CONTINGENT, OR ON ANY OTHER BASIS.						
CERTIFICATE HOLDER				CANCELLATION		
COUNTY OF CHARLESTON PROCUREMENT DEPARTMENT ATTN: CHUCK WIGGINS 4045 BRIDGE VIEW DRIVE – B250 N. CHARLESTON, SC 29405				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative		
				AUTHORIZED REPRESENTATIVE		

	STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING	I-312 (Rev. 5/7/04) 3323
---	---	--------------------------------

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

A. Name of Nonresident Taxpayer: _____

B. Trade Name, if applicable (Doing Business As): _____

C. Mailing Address: _____

D. Federal Identification Number: _____

E. _____ Hiring or Contracting with:

Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:

Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:

Name: _____

Address: _____

F. I hereby certify that the above named nonresident taxpayer is currently registered with (check appropriate box):

a. The South Carolina Secretary of State or

b. The South Carolina Department of Revenue

Date of Registration: _____

☐ 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.

☐ 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))

 Date

If Corporate Officer, state title: _____

(Name - Please Print)

Mail to: The company or individual you are contracting with.

**INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

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.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

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

Our Internet address is: **www.sctax.org**