Coastal Carolina University
Office of Procurement & Business Services
642 Century Circle
P.O. Box 261954
Conway, SC 29526
Telephone: (843) 349-2189

Request for Quotation
Goods

THIS IS NOT AN ORDER

Quotation must be received No Later Than: 11:00 am
(Time)
05/14/2012 (Date)

Send quotation to above address
Attention of:
Vicki Williams

Quotation Number: RFQ120455VW
Issue Date: 04/30/2012

Purchase Order Address:
Please quote your lowest price for following items. The Office of Procurement & Business Services reserves the right to reject any or all quotes and to waive any or all technicalities.

1. If items(s) cannot be furnished, indicate by NO QUOTE.
2. *All quotes must be signed by the Offeror’s representative to be valid.
3. South Carolina sales tax will not be paid on freight.
4. FAXED QUOTES ARE ACCEPTABLE; FAX TO: (843) 349 2912.
5. EMAIL QUOTES ARE ACCEPTABLE; EMAIL TO: vicki@coastal.edu.
6. The attached Terms & Conditions apply to all quotes and supersedes Offeror’s Terms & Conditions.

Federal I. D. or SSN:        SC Minority Certification Number (if applicable):           Email:
Submitted By:       (Name) *Signature:_________________________________    Telephone: (     )

*Important: If you choose to return your response via email, no additional signature is required. It will be presumed that the sender has the ability to legally bind their organization or company to a contract. The name typed in the “Signature” line will be considered equivalent to an ink signature.

<table>
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<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>U/M</th>
<th>US/SCRV</th>
<th>USEP</th>
<th>SCEP</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>Clarin, Model 3400B, Folding Chair, Black Vinyl, Upholstered, w/4-Color CCU Logo</td>
<td>72</td>
<td>Each</td>
<td></td>
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<td>Clarin, Model 3400BIBR, Folding Chair, Black Vinyl, Upholstered, w/Ganging Brackets, w/4-Color CCU Logo</td>
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<td>Clarin, Model 2000SB, Folding Chair, Black Frame, Upholstery</td>
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<td>$</td>
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<td>Clarin Ganging Brackets</td>
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TOTAL

$
Coastal Carolina University (CCU) wishes to purchase commercial grade, portable, upholstered, folding chairs, per the following specifications, to be installed at the Student Recreation and Convocation Center (SRCC) located at 104 Founders Drive, Room 100, Conway, SC 29526.

SPECIFICATIONS

BRAND NAME OR EQUAL SPECIFICATION – The use of a “brand name or equal” specification which uses one or more manufacturer’s names or catalogue numbers to describe the standard of quality, performance and other characteristics needed to meet state requirements, and which provides for the submission of equivalent products. Brand name or equal specifications are not intended to limit or restrict competition. An item shall be considered to be substantially equivalent, or “equal” to the specified brand if in the opinion of the Procurement Officer, the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand. Your offer must include manufacturer’s latest literature showing complete product specifications if bidding on other than specified. Failure to include descriptive literature may be reason for rejection of your bid.

SALIENT CHARACTERISTICS:

- Self-Leveling X-Type Frame
- 3” Seat Cushion
- Double Tube and Channel Frame
- Removable, Non-Marring Rubber Glides Over Feet
- CCU Athletic Logo on Front of Seat Back

PRODUCTS

A. Manufacturers

1. Acceptable Manufacturer: Clarin by Hussey Seating, located at 38 Dyer Street Ext., North Berwick, Maine 03906; Toll Free Tel.: 1.800.341.0401; Web: [http://www.husseyseating.com](http://www.husseyseating.com)

2. Substitutions will be accepted only after prior approval from the University. The Offeror must include with his bid/quote, supporting product data sufficient for the University to determine equality and acceptability.

B. Model 3400B Folding Chair

1. THE CHAIR FRAME The chair frame shall be composed of a minimum 19 gauge, ¼ hard steel, rolled and formed into a cross-section having a center channel edge with side tubes. The channel and two tubes shall be formed from a single piece of steel and the edge of the steel forming a tube shall be rolled and formed to fit the channel face.

2. THE CHAIR LEGS The main frame two back legs of each chair shall be provided with two horizontal steel stretchers welded into the inside of the chair legs. Each stretcher shall be made of no less than 19 gauge steel, in the double tube and channel configuration.

3. FEET The feet of the chair legs shall be equipped with removable, non-marring, rubber glides molded over a U-shaped steel insert.

4. SEAT FRAME The steel angle of which the seat frame is made of shall be no less than 11 gauge carbon steel.
5. **SEAT CUSHION** The finished dimensions of the seat shall be no less than 18” wide and 15-1/2” deep, 3” thick CAL 117 fire retardant polyurethane foam.

6. **BACK CUSHION** The back is a single piece 1/8” fiber board, with a 7/8” thick CAL 117 fire retardant polyurethane foam.

7. **FINISH FOR ALL STEEL COMPONENTS** All material shall be pre-treated in an iron phosphate wash system prior to finish being applied. The finish shall be a blended polyester T.G.I.C./Epoxy powder coating with a minimum dry thickness if 1.5mils.

8. **GANGING DEVICES** The ganging devices shall consist of two welded brackets to the chair frame which links the chair as close as possible to minimize row length. This system is a keyhole, which allows chairs to be ganged.

9. **STANDARD VINYL UPHOLSTERY** Both the seat and back shall be upholstered with standard black vinyl.

C. **Model 3400BIBR Folding Chair**

1. **THE CHAIR FRAME** The chair frame shall be composed of a minimum 19 gauge, ¼ hard steel, rolled and formed into a cross-section having a center channel edge with side tubes. The channel and two tubes shall be formed from a single piece of steel and the edge of the steel forming a tube shall be rolled and formed to fit the channel face.

2. **THE CHAIR LEGS** The main frame two back legs of each chair shall be provided with two horizontal steel stretchers welded into the inside of the chair legs. Each stretcher shall be made of no less than 19 gauge steel, in the double tube and channel configuration.

3. **FEET** The feet of the chair legs shall be equipped with removable, non-marring, rubber glides molded over a U-shaped steel insert.

4. **SEAT FRAME** The steel angle of which the seat frame is made of shall be no less than 11 gauge carbon steel.

5. **SEAT CUSHION** The finished dimensions of the seat shall be no less than 18” wide and 15-1/2” deep, 3” thick CAL 117 fire retardant polyurethane foam.

6. **BACK CUSHION** The back is a single piece 1/8” fiber board, with a 7/8” thick CAL 117 fire retardant polyurethane foam.

7. **FINISH FOR ALL STEEL COMPONENTS** All material shall be pre-treated in an iron phosphate wash system prior to finish being applied. The finish shall be a blended polyester T.G.I.C./Epoxy powder coating with a minimum dry thickness if 1.5mils.

8. **GANGING DEVICES** The ganging devices shall consist of two welded brackets to the chair frame which links the chair as close as possible to minimize row length. This system is a keyhole, which allows chairs to be ganged.

9. **STANDARD VINYL UPHOLSTERY** Both the seat and back shall be upholstered with standard black vinyl.

10. **LOGO** The University’s Athletic logo shall be printed on the front of the seat back.
D. Model 2000SB Folding Chair

1. **THE CHAIR FRAME**  The chair frame shall be composed of a minimum 19 gauge, ¼ hard steel, rolled and formed into a cross-section having a center channel edge with side tubes. The channel and two tubes shall be formed from a single piece of steel and the edge of the steel forming a tube shall be rolled and formed to fit the channel face.

2. **THE CHAIR LEGS**  The main frame two back legs of each chair shall be provided with two horizontal steel stretchers welded into the inside of the chair legs. Each stretcher shall be made of no less than 19 gauge steel, in the double tube and channel configuration.

3. **FEET**  The feet of the chair legs shall be equipped with removable, non-marring, rubber glides molded over a U-shaped steel insert.

4. **SEAT FRAME**  The steel angle of which the seat frame is made of shall be no less than 11 gauge carbon steel.

5. **FINISH FOR ALL STEEL COMPONENTS** (including the seat pan and seat back) All of the metal surfaces shall be pre-treated in an iron phosphate wash system prior to finish being applied. The finish shall be a blended polyester T.G.I.C./Epoxy powder coating with a minimum dry thickness if 1.5mils.

E. WARRANTY

Manufacturer’s warranty required against manufacturing and workmanship defects with the following minimum time periods:

- Structural Components .................. 12 years
- Component Parts .......................... 5 years
- Surface Material Finishes ............... 3 years
- Non-standard Items ....................... 1 year

AWARD CRITERIA

**AWARD CRITERIA – BIDS (JAN 2006):** Award will be made to the lowest responsible and responsive bidder(s).

**AWARD TO ONE OFFEROR (JAN 2006):** Award will be made to one Offeror.

**UNIT PRICE GOVERNS (JAN 2006):** In determining award, unit prices will govern over extended prices unless otherwise stated.
GENERAL CONDITIONS

DEFAULT: In case of default by the Contractor, Coastal Carolina University reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible Contractor until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by Coastal Carolina University resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty (30) days beyond the Request for Quotation deadline.

Unit prices will govern over extended prices unless otherwise stated.

Coastal Carolina University shall consider payment discounts in the award of this contract when such discounts are for thirty (30) days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1550 (b)of the South Carolina Consolidated Procurement Code.

The University reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the University reserves the right to reject any quotation in which the delivery time indicated is of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless Coastal Carolina University, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful Contractor, its directors, officers, employees and agents under this agreement. Coastal Carolina University agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of Coastal Carolina University, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the Contractor agrees to subject itself 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.

Termination: Subject to the provisions below, the contract may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.
Termination for Cause: Termination by the University 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 day advance notice requirement is waived and the default provision in this bid shall apply.

HIPAA Law: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Coastal Carolina University may require to ensure compliance. Additional information may be viewed at: http://www.sc.edu/hipaa/

SPECIAL CONDITIONS

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Contractor.

Coastal Carolina University requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

CONTRACTOR’S LIABILITY INSURANCE (JANUARY 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor’s operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers’ compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor’s employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor’s employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor’s obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor’s Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor’s obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater: COMMERCIAL GENERAL LIABILITY: General Aggregate (per project) $1,000,000 Products/Completed Operations $1,000,000 Personal and Advertising Injury $1,000,000 Each Occurrence $1,000,000 Fire Damage (Any one fire) $ 50,000 Medical Expense (Any one person) $ 5,000 BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles): Combined Single Limit $1,000,000 OR Bodily Injury & Property Damage (each) $750,000 WORKER’S COMPENSATION: State Statutory Employers Liability $100,000 per Acc. $500,000 Disease, Policy Limit; $100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor’s general liability insurance policy that
Coastal Carolina University (CCU) shall be shown as an Additional Insured in the Description of
operations section. The contractor/vendor is required to add CCU to its Commercial General Liability and Employers Liability
insurance policies with the following language:

“Coastal Carolina University, including its current and former trustees, officers, directors, employees, volunteer
workers, agents, assigns and students, is added to this policy as additional insured.”

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of
any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or
any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is
not a waiver of contractor's obligations to obtain the required insurance.

CONTRACTOR PERSONNEL (JANUARY 2006): The Contractor shall enforce strict discipline and good order among
the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of
unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL (JANUARY 2006): The contractor shall provide and pay for all materials,
tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all
other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime
contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the
sole point of contact with regard to all situations, including payment of all charges and the meeting of all other
requirements.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State
shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited
to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials
and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or
documentation owned exclusively by the State without the State's written consent, except to the extent necessary to
carry out the work.

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable
materials pertaining to this contract at the end of each working day and upon completion of installation.

STORAGE OF MATERIALS (JAN 2006): Absent approval of the using governmental unit, Contractor shall not store
items on the premises of the using governmental unit prior to the time set for installation.

IMPORTANT – Please Note - Contractors, we MUST have your Federal ID # (company) or Social Security # (individual)
before processing any invoices for payment. Failure to provide this information will result in delay of payments until this
information is received. Please include this information with your quote.

INSTRUCTIONS TO OFFERORS – SPECIAL INSTRUCTIONS

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly
rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors
selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A
summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES
MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM
OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY
PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU
ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY
REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering
South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US,
respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component
parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by
Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid
schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of
the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

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

**PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009):** To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

**PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009):** To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

**PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009):** To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(ii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

**Address:**

**Telephone:** ( ) -
INFORMATION FOR OFFEROR’S TO SUBMIT

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? Yes NO

Is the bidder a Minority Business certified by another governmental entity? Yes NO

If so, please list the certifying governmental entity:

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? Yes NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT – INSTRUCTIONS

The form I-312 should be submitted to Coastal Carolina University, Office of Procurement & Business Services. This form is not submitted to South Carolina Department of Revenue.

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

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

PURPOSE OF AFFIDAVIT – A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.
The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate 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:

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

   Date of Registration: / / 

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

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 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 12-54-40 (b)(6)(f)(5), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Name:

__________________________________________________  (Seal) __________________
(Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)

If Corporate officer state title: Date: / /