

PROPOSAL NOTICE

You are invited to submit proposals in accordance with the requirements of this solicitation, which are contained herein. In order to be considered, proposals must be received by the Purchasing Department no later than **2:00 p.m. June 26, 2025, at which time respondents to this request will be publicly identified. No information will be released other than the names of the respondents at the opening.**

An official authorized to bind the offeror must sign the proposals.

This solicitation does not commit the North Charleston Sewer District to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal if it is in the best interest of the District to do so.

**Kimberly J Caver
Purchasing Agent**

GENERAL INSTRUCTIONS

The following terms and conditions will prevail unless otherwise modified by the District within this proposal document. The North Charleston Sewer District reserves the right to reject any proposal which takes exception to these terms and conditions.

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF PROPOSALS:

- 1.1 Proposals are to be sealed and marked "UNIFORM PROPOSAL ENCLOSED" on the outside of the envelope. To be considered for award, ONE (1) ORIGINAL AND THREE (3) COPIES of your response are required and in addition, you must submit Five (4) electronic copies on USB drive(s). Each copy should be on separate media. If multiple-drive sets are provided, each drive in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Purchasing Agent must be able to view, search, copy and print electronic documents without a password. Submittals must be received at the District offices no later than 2:00 PM EST on June 26, 2025. The District's normal operating hours are M-Th 7:00 – 4:00. NCSD will not be responsible for responses not delivered on time by the U.S. Postal Service or any other carrier. The responder is responsible for delivery to NCSD prior to due date and time. Late responses will not be accepted. Send responses to:

MAIL:
North Charleston Sewer District
P. O. Box 63009
North Charleston, SC 29419
Attn: Kimberly J Caver

HAND DELIVER/EXPRESS:
North Charleston Sewer District
7225 Stall Road
North Charleston, SC 29406
Attn: Kimberly J Caver

MAIL IS ONLY PICKED UP FROM THE US POSTAL SERVICE ON MONDAYS AND THURSDAYS AROUND 10:30 A.M. (EXCLUDING WEEKENDS AND HOLIDAYS).

PROPOSALS SUBMITTED VIA THE DISTRICT'S FACSIMILE MACHINE ARE UNACCEPTABLE.

- 1.2 If erasures or other changes appear on the document, each erasure or change must be initialed by the person signing the proposal.
- 1.3 Proposals may be withdrawn by written request received from the offeror prior to the time set for the opening of proposals.
- 1.4 All prices quoted in the proposal will be firm for a minimum of ninety (90) days after opening unless otherwise stated in the RFP.
- 1.5 **NINE (9%) SALES TAX MUST BE INCLUDED** for materials. NCSD is NOT exempt from sales tax.
- 1.6 Firms residing outside South Carolina will comply with requirements of the South Carolina Tax Commission in which a tax ID or bond may be required, or 2 percent will be withheld from all payments and submitted to the S.C. Tax Commission on your behalf.

2. **NEGOTIATIONS AND CHANGES:** Any additions, deletions, modifications or changes made to this RFP will be processed through the District Purchasing Agent. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of the contract.
3. **RESERVATIONS:**
 - 3.1 The District reserves the right to reject any and all proposals received, to waive all technicalities, or to negotiate separately in any manner necessary to serve the best interests of the District. It also reserves the right to be the sole judge of the suitability of all proposals for use by the District.
 - 3.2 The District reserves the right to reject or otherwise disregard any ambiguous proposals, which are uncertain as to terms, delivery, quantity or compliance with specifications.
4. **AWARD:** An award resulting from this request will be made to the most responsive and responsible offeror whose proposal is determined to be most advantageous to the District, taking into consideration evaluation factors set forth; however, the District reserves the right to reject any and all proposals received and in all cases, the District will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP. The successful offeror will be notified of acceptance by a notice of award.

SUBMISSION OF QUESTIONS

All questions, request for information or requests for clarification regarding this RFP must be submitted to purchasing@ncsd.sc.gov, with the subject of “**QUESTIONS – UNIFORM SERVICES**”, and received no later **2:00 pm EST June 17, 2025**. After this date no further questions, request for information or requests for clarification will be addressed. Addendums to this solicitation, if any, will be posted on our website, <http://www.ncsd.sc.gov/purchasing>.

PART I

GENERAL INFORMATION

- A. Proposals will be considered as specified herein, or attached hereto, under the terms and conditions of this proposal.
- B. Proposal must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- C. Offerors are to include all requested information and are encouraged to include any additional information they wish to be considered.
- D. Due to the possibility of negotiation with any offeror submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal (RFP), prices will not be divulged at time of opening.

PART II

SCOPE OF PROPOSAL

It is the intent of the District to solicit proposals for Employee Uniforms Services in accordance with all requirements stated herein.

All proposals should be complete and carefully worded and should convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the District and the District alone will be the judge as to whether that variance is significant enough to consider the proposal non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful offeror's signed proposal. **In the event of a conflict between the two documents, the RFP shall govern.**

PART III

INTRODUCTION

The North Charleston Sewer District is a wastewater transportation and treatment governmental entity. Our Administrative, Engineering, and Maintenance offices are located in North Charleston at 7225 Stall Road, and our Treatment Plant is located in Charleston at 1000 Herbert Street. Both locations have employees that wear uniforms. We currently have seventy-seven (77) uniformed employees; twenty-five (25) wear polyester/cotton blended material, thirty-three (33) wear 100% cotton, two (2) are in executive wear, four (5) are in khakis with polos, five (5) are in cargo pants with cotton shirts, and seven (7) wear ARC Flash. All of these, EXCEPT the executive wear and khakis with polos employees, also receive two (2) jackets.

Our current contract is with UniFirst. Each employee is initially issued 11 changes of uniforms plus 2 jackets. We pay the same cost for all uniforms regardless of the combination of shirtsleeve length. We are billed weekly for five changes per employee which brings our weekly invoiced taxed total per employee to \$6.53 for cotton, \$3.87 for blended, \$3.81 for executive wear, \$10.10 for khakis with polos, \$4.35 for cargo with cotton and \$10.07 for ARC Flash. Jackets are included in this cost. Each employee gets one size change per year at no additional charge, whether shirts, pants, or jackets. We do not pay any other charges (i.e. emblem charge, new employee set-up charge, etc).

PART IV

SCOPE OF WORK

The selected vendor will:

1. Measure all uniformed employees and provide each of them with eleven (11) sets of properly fitting new uniforms, along with two (2) new jackets for all non-executive wear employees.
2. Furnish individual lockers for each uniformed employee at each location, with two (2) keys per locker.
3. Pick up dirty uniforms once per week from two (2) locations to be cleaned/sanitized.
4. Deliver cleaned uniforms and place them in uniform lockers once per week.
5. Check in each uniform being returned and picked up with a District employee at each location.
6. Furnish containers for dirty clothes at each location for employees to place uniforms for pick up.
7. Personalize garments with individuals' name for easy identification.
8. Replace garments that are frayed or show signs of excessive wear at no additional cost. NCSD has the final determination of serviceability.
9. Sew individuals name and 'NCSD' on all shirts (except executive wear) and jackets. Sewn on patches are acceptable.
10. Be able to supply a minimum of ten (10) color variations.
11. Be prepared to make first delivery the first week of July 2025.
12. Provide weekly invoices that have a total dollar amount listed for each Department.

PART V

QUALIFICATIONS

It is the intent of the District not to award this contract to any offeror who does not furnish satisfactory evidence in their proposal that they are successfully involved with or successfully completed projects of this type and magnitude, and that they have sufficient capital, equipment and personnel to enable them to complete the required work successfully, completely, and within the allotted time.

Minimum qualification requirements for this project are:

1. A minimum length of time in this business of five (5) years.
2. All necessary and current licensing.

PART VI

CONTRACT TERM/OPTION TO EXTEND

Contract Period: Date of award and continuing through three (3) years with the option to renew for two additional one-year periods.

Price Adjustment: Prices will remain firm throughout the contract period.

PART VII

PROPOSAL CONTENTS

To be considered for award, all proposals must include, at a minimum, the following information. **All information MUST be presented in the listed order.** For ease of evaluation and comparison, offerors **MUST** submit the following information **in the listed format.** **Failure to use the listed format may cause your proposal to be rejected as non-responsive. Include sales tax in your pricing.**

ALL PROPOSAL COSTS MUST BE BASED ON OUR PAYMENT TERMS OF NET 30

1. List price of uniforms **per employee per week** in the options that follow.

A. Pants with industrial/executive shirts, same sleeves year-round:

\$ _____ blended material

\$ _____ cotton

Jacket included at no additional cost? Yes ___ No ___

If yes, how many per employee? _____

If no, cost for two (2) per employee \$ _____

B. Pants with industrial/executive shirts, mixed sleeve lengths:

\$ _____ blended material

\$ _____ cotton

Jacket included at no additional cost? Yes ___ No ___

If yes, how many per employee? _____

If no, cost for two (2) per employee \$ _____

C. ARC Flash, same sleeves year-round: \$ _____

Jacket included at no additional cost? Yes ___ No ___

If yes, how many per employee? _____

If no, cost for two (2) per employee \$ _____

D. Cargo Pant same sleeves year-round: \$ _____

Jacket included at no additional cost? Yes ___ No ___

If yes, how many per employee? _____

If no, cost for two (2) per employee \$ _____

E. Cargo Pants mixed sleeves: \$ _____

Jacket included at no additional cost? Yes ___ No ___

If yes, how many per employee? _____

If no, cost for two (2) per employee \$ _____

F. Khaki Pants with Polo: \$ _____

G. Can we have one standardized cost for any/all uniform options? If so list here \$ _____.

H. On separate attached page list any other uniform/cost options available (if any).

I. On separate attached page list any other charges not included above

2. If patches are used, include samples.
3. List of at least ten (10) references of current customers, including any utilities, and/or governmental entities. References must be of comparable size as NCSO in number of employees being serviced.
4. Length of time required to receive full order of new/replacement uniforms.
5. Statement of how you handle repairs to clothing and length of time taken to accomplish repairs.
6. Statement of how you handle size changes (including cost, if any) for existing employees.
7. Statement of experience, including length of time in this business.
8. Statement of billing methods and payment requirements.
9. Provide sample invoice with detailed explanation, and statement of other invoicing options/flexibility.
10. Include name, email address, and phone number of representative that will be available to meet and/or discuss proposal, who also has the authority to negotiate a binding contract for offeror.

PART VIII

AWARD CRITERIA

Proposals will be evaluated by a review panel on the basis of the following criteria:

1. Price.
2. Quality of product.
3. Quality of service.
4. Experience.
5. Ability to correct problems in a timely fashion.
 - a. Ability to correct invoicing issues onsite
 - b. ARC Flash uniform repairs and replacements prioritized with minimal wait time due to this being a safety requirement
6. Ability to meet our billing needs of invoicing by Department.

PART IX

CONTRACTUAL REQUIREMENTS

- 1.0 **FORCE MAJURE**: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
- 2.0 **GOVERNING LAW CLAUSE**: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by the Purchasing Resolution of the North Charleston Sewer District, and laws of the State of South Carolina.

- 3.0 OFFEROR'S QUALIFICATION: Offeror must, upon request of the District, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The District reserves the right to make the final determination as to the offeror's ability to provide the services requested herein.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 5.0 TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the District provided a thirty (30) days advance notice in writing is given to the contractor.
- 5.1. Non-Appropriations: Funds for this contract are payable from District appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the North Charleston Sewer District.
- 5.2. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.
- 5.3. Cause: Termination by the District for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.
- a. Default: In case of default of contractor, the District reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The District will consider the contractor to be the sole point of contact with regard to contractual matters.
- 6.1 PERMITS AND REGULATIONS: The contractor will procure and pay for all permits (including but not limited to building permits), bonds, licenses, and approvals necessary for the execution of the contract. The contractor will comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, and other protective facilities.
- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the offeror shall identify the subcontracting organization(s) and the contractual arrangements made therewith. All subcontractors must be approved by the District. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror. All subcontractors must be licensed in South Carolina for the work they are performing.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the District pursuant to this contract shall belong exclusively to the District.
- 9.0 INDEMNIFICATION: The North Charleston Sewer District, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a

resultant contract, provided that such liability is not attributable to negligence on the part of the District or failure of the District to comply with the offer as outlined in the offeror's proposal.

- 10.0 COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.
- 11.0 PURCHASING LIABILITY: The District is acting under the authority given to it in the North Charleston Sewer District Purchasing Resolution to procure contracts. The resulting contract is between the District and the successful offeror, and the District bears no liability for any damages that any party may incur in the execution or enforcement of the contract.
- 12.0 CONTRACT AMENDMENTS: Amendments to any contract between the District and the contractor must be reviewed and approved by the District.
- 13.0 ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the District.
- 14.0 RECORDS RETENTION & RIGHT TO AUDIT: The District shall have the right to audit the books and records of the contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.
 - 14.1 The District may conduct, or have conducted, performance audits of the contractor. The District may conduct, or have conducted, audits of specific requirements of this RFP.
 - 14.2 Pertaining to all audits, contractor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the District.

PART X

SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of the District that this request permits competition. It shall be the offeror's responsibility to advise the District if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the District within fifteen (15) days of the date of issue. A review of such notifications will be made.
- 2.0 RECEIPT OF PROPOSAL: Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the District. Any proposals received after the scheduled opening date and time will be immediately disqualified.
- 3.0 PREPARATION OF PROPOSAL:
 - 3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the District. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the District and the District alone, will be the judge as to whether that variance is significant enough to reject the proposal.

- 3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- 3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.
- 4.0 DISCUSSION/NEGOTIATION: By submission of a proposal, offeror agrees that during the period following issuance of a proposal and prior to final award of contract, offeror shall not discuss this Procurement with any party except the District Purchasing Agent or other parties specifically designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using Department any aspect of the procurement without prior approval of the NCSA Purchasing Agent.
- 5.0 AMENDMENTS:
- 5.1 VERBAL COMMENTS OR DISCUSSIONS BY THE DISTRICT RELATIVE TO THIS SOLICITATION CANNOT ADD, DELETE OR MODIFY ANY WRITTEN PROVISION. ANY ALTERATION MUST BE IN THE FORM OF A WRITTEN AMENDMENT TO ALL OFFEROR'S.
- 5.2 If it becomes necessary to revise any part of the RFP, an amendment will be posted on our website.
- 6.0 ORAL PRESENTATIONS: Offerors may be requested to make oral presentations of their proposals to the District. Such presentations provide an opportunity for the offerors to clarify their proposals and to ensure a thorough understanding.
- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the North Charleston Sewer District for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the District's right to pursue and contract for alternate solutions and remedies as deemed necessary by the District for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror(s) whose proposal is determined to be most advantageous to the District, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the District will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.
- 9.0 SUBMITTING CONFIDENTIAL INFORMATION:
- 9.1 OVERVIEW / APPLICABLE STATUTES: Under the South Carolina Freedom of Information Act ("FOIA"), certain documents an Offeror submits to the District may be subject to public disclosure. All references are to the South Carolina Code of Laws, which is available on the

internet at: <http://www.lpittr.state.sc.us/code/statmast.htm>. Offerors are urged to become familiar with FOIA (Title 30, Chapter 4 of the Code).

Commercial or financial information obtained in response to this RFP, which is privileged and confidential, is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include: (1) customer lists; (2) design recommendations and identifications of prospective problem areas under an RFP; (3) design concepts, including methods and procedures; (4) biographical data on key employees of the offeror.

9.2 INSTRUCTIONS: In determining whether to release documents, the District will rely on Offeror's marking of documents, as required by these instructions, as being either "CONFIDENTIAL" or "TRADE SECRET". For every document Offeror submits in response to or with regard to this solicitation, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is a trade secret as defined in Section 30-4-40(a)(1) of the FOIA. For every document Offeror submits in response to or with regard to this solicitation, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the Trade Secrets Act. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. If a portion of a bid or proposal is improperly marked as confidential or trade secret, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are protected, do not mark the entire page.

9.3 CONSENT TO RELEASE: By submitting a bid or proposal, Offeror (1) consents to the release of documents unless Offeror conspicuously states otherwise on the cover of its bid or proposal, (2) agrees to the public disclosure of any documents regarding this solicitation submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a bid or proposal, documents submitted to clarify either a bid or proposal, and documents submitted during negotiations), unless the document is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL", (3) agrees that any information not marked, as required by these instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (4) that, notwithstanding any claims or markings otherwise, any prices used to determine the award are subject to public disclosure. By submitting a proposal, Offeror agrees to defend, indemnify and hold harmless the North Charleston Sewer District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET".

10.0 RIGHT OF NON/COMMITMENT OR REJECTION: This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The District reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the District to do so.

11.0 RIGHT TO PROTEST: Any offeror desiring to exercise rights under Article VIII, Section 8.01, paragraph (1), of the North Charleston Sewer District Purchasing Resolution, (Authority to Resolve Protested Solicitations and Awards), should direct all correspondence to Kimberly J Caver, North Charleston Sewer District, North Charleston, SC. 29419.

- 12.0 COST: Cost submitted with proposal shall be firm for a period of at least 90 days from the closing date.
- 13.0 UNSUCCESSFUL OFFERORS: Offerors not awarded a contract under this solicitation, may request return of the copies of their proposals within ten (10) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, copies of all materials will be destroyed. In all instances, the Purchasing Department will retain the original offer for file.
- 14.0 DISCUSSION WITH RESPONSIVE OFFERORS: Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All offerors, whose proposals, in the District's sole judgment, need clarification shall be accorded such an opportunity.
- 15.0 TAXES: The North Charleston Sewer District is not exempt from sales or use taxes. All proposals shall show 9% South Carolina Sales or Use tax as a separate item for all materials, or include a statement that all such taxes have been incorporated in listed cost(s).

PART XI

INSURANCE, LICENSE, AND SAFETY REQUIREMENTS

The contractor will not commence work until giving proof of obtaining, at his expense, all required insurance.

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

1. **WORKER'S COMPENSATION**: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident per employee for bodily injury or disease.
2. **COMPREHENSIVE GENERAL LIABILITY**
Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, premises-operations, independent contractors, personal and advertising injury, and contractual liability with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy
3. **COMPREHENSIVE AUTOMOBILE LIABILITY**
ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
4. The contractor will be responsible for obtaining all licenses and/or permits required and necessary to fulfill the contract. **Only licensed Contractors will be considered.**
5. **CONTRACTOR AND VISTORS SAFETY**: The contractor will be solely responsible for complying with all OSHA safety requirements and will furnish all necessary equipment and clothing to perform the work in accordance with the standards of the industry.

PART XII

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803- 898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

<https://dor.sc.gov/forms-site/Forms/I312.pdf>