



**REQUEST FOR PROPOSALS**  
**Water and Wastewater Rate Study**  
**Lowcountry Regional Water System**  
**Hampton, SC**  
**Issued: February 17, 2020**

# HAMPTON, SOUTH CAROLINA

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## Water and Wastewater Rate Study

RFP DUE DATE/TIME: March 19, 2020 at 2:00 pm EST

RFP NUMBER: 2020-02

POINT OF RECEIPT: Attn: Brian Burgess  
General Manager  
Lowcountry Regional Water System  
513 Elm St West  
Hampton, SC 29924

The Lowcountry Regional Water System is requesting proposals from qualified consultants to conduct a comprehensive study for its water and wastewater rates, fire service fee, water and wastewater impact fees and its water and wastewater tap connection charges. The intent of the study is to independently assess and evaluate the Lowcountry Regional Water System's existing rates, fees and charges and provide recommendations. The broad objective of the study is to adequately fund water and wastewater utility operations, bond debts and capital costs while minimizing rates to the greatest degree possible.

The study will be based on a comprehensive review of the Lowcountry Regional Water System's water and wastewater funds, budgets, cost recovery policies, bond requirements, capital improvement plans, equipment replacement schedules, customer classes, current usage data, future planned growth of the system and any other information deemed necessary.

In order to submit a proposal, please read and comply with the requirements listed in the General Information and Instructions section of the proposal documents.

**Inquiries** - All inquiries concerning this Request for Proposal (RFP) shall be addressed to the General Manager. **Contact with other departments or representatives without permission of the General Manager may render your proposal void.**

An original and three (3) bound copies of your proposal shall be submitted by the due date above. Outside of package must be clearly marked with RFP number and project description above.

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## SECTION 1: GENERAL INFORMATION AND INSTRUCTIONS

Sealed proposals shall be enclosed and secured in an envelope/package and properly marked and displayed on outside of envelope/package bearing the name and address of proposer, proposal number, and project identification. Lowcountry Regional Water System shall not be responsible for unidentified proposals. Proposals shall be addressed to

**Brian Burgess, General Manager  
Lowcountry Regional Water System  
513 Elm St West  
Hampton, SC 29924**

Hand delivered proposals should be delivered to the same above referenced address.

Proposals shall be delivered to the Lowcountry Regional Water System General Manager no later than **Thursday, March 19, 2020 at 2:00 PM EST** at which time all proposals will be opened and **only the names of the respondents will be announced**. Proposals received later than the deadline will be returned unopened. Proposers mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Lowcountry Regional Water System is not responsible for proposals delayed by mail and/or delivery services of any nature.

Prior to submitting a proposal, each proposer shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements thereof and notify Lowcountry Regional Water System of any conflicts, errors, or discrepancies.

All proposals shall remain firm for at least sixty (60) calendar days from the date of receipt.

By submission of a proposal, the proposer guarantees that all goods and services meet the requirements of the solicitation during the agreement period.

Failure to submit all required information may be determined as a non-responsive proposal.

**Questions** – All questions concerning this solicitation must be submitted in writing and directed to the General Manager by fax, 803-943-1014, Attn: Brian Burgess or by e-mail, [brian.burgess@lowcountrywater.com](mailto:brian.burgess@lowcountrywater.com). Proper reference to this Request for Proposals is required. **The deadline for submitting questions is Monday, March 09, 2020 at 5:00 pm EST**, ten (10) calendar days prior to the affixed date for receipt of proposals. Verbal information obtained otherwise will not be considered in the awarding of the proposal.

**Addendum to Proposal** – If it becomes necessary to revise any part of this RFP, an Addendum will be issued in writing to all prospective proposers on file whom have received this solicitation. All addenda issued by Lowcountry Regional Water System must be acknowledged in writing by proposer on the appropriate form, and a copy returned with their response.

**Deviations** – Any deviations from the Scope of Work indicated herein must be submitted in writing and clearly noted and explained in detail on a separate form and attached to the submitted

proposal; otherwise, it will be considered that items/services offered are in strict compliance with this solicitation and the successful proposer shall be held accordingly responsible.

Any deviations within a submitted proposal between prices quoted and restated in the summation sheet shall be resolved by the General Manager as being the lower price, unless the proposer requests in writing, a correction or withdrawal of proposal prior to the date and time set for receipt of proposals.

**Certificate of Familiarity** – The attached Certificate of Familiarity and Non-Collusion must be completed and returned with proposal. Failure to include this form may be cause for rejection of a proposal.

**Signature** – A proposal shall be made in the official name of the proposer or firm under which business is conducted (showing the 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.

**Additional Information** – Proposers are to include all applicable requested information and may include any additional information they wish to be considered pertinent to this solicitation. Additional information shall be a separate section of the proposal, and shall be clearly identified as such.

**Amendments, Withdrawals, and Mistakes** – Offers, amendments or withdrawal requests must be received by the time advertised for RFP closing. Proposals may be withdrawn by the proposer prior to, but not after, the time set for RFP closing. Mistakes may be crossed-out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the proposal.

**Confidential Information** – Proposers must clearly mark as “Confidential” each part of their offer, which they consider proprietary information that could be exempt from disclosure under Subarticle 7 Public Access to Procurement Information, Section 11-35-410, Code of Laws of South Carolina, 1976 as amended. If any part is designated as “confidential”, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 11-35-410. Lowcountry Regional Water System reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Lowcountry Regional Water System or its agents for its determination in this regard.

**Award of Contract Agreement**– If awarded, this agreement will be awarded to the proposer whose proposal is within the competitive range and determined to be in the best interest of Lowcountry Regional Water System (see Section 6, “Selection Process and Criteria”). Lowcountry Regional Water System will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

The document that will form the agreement shall include this entire solicitation, all applicable amendments, and the successful proposer’s proposal. This solicitation does not commit Lowcountry Regional Water System to award a contract, to pay any cost incurred in the preparation of a proposal or to procure an agreement for this solicitation. Lowcountry Regional Water System reserves the right to accept or reject any or all proposals received as a result of this solicitation, to negotiate with all qualified proposers, or to cancel in part or in its entirety this solicitation, if it is in the best interest of the Lowcountry Regional Water System to do so.

Lowcountry Regional Water System reserves the right to interview any, all, or none of the respondents.

**Assignment of Contract Agreement**– Once an agreement has been put into place; the proposer shall not assign, sublet, or transfer the agreement without the written consent of the General Manager.

**Post Award Changes** – After Contract Agreement award, all changes to the Scope of Work or to the specifications must have prior written approval from the General Manager.

**Notice of Award** – The Notice of Award will be posted at the main office of the Lowcountry Regional Water System located at 513 Elm St West, Hampton, SC 29924.

**Prohibition of Gratuities** – The following applies to all procurements issued by Lowcountry Regional Water System: Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: “Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220.”

**Protest Procedure** – Any prospective bidder, offeror, or proposer, who is aggrieved in connection with the solicitation document shall protest in writing to the General Manager within ten (10) calendar days of the date of issuance of the Request for Proposal or other solicitation document, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or proposer, who is aggrieved in connection with the award of a contract, shall protest in writing to the General Manager within five (5) calendar days of the posting of the Statement of Award. A protest shall be in writing, submitted to the General Manager, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

**Contract Agreement Administration** – Questions or problems arising after award of this agreement shall be directed to the General Manager by calling 803-943-1006. Copies of all correspondence concerning this agreement shall be sent to the General Manager, 513 Elm St West, Hampton, SC 29924. All change orders must be authorized in writing by the General Manager. Lowcountry Regional Water System shall not be bound to any change in the original purchase order or agreement without prior written approval of the General Manager.

**Force Majeure** – The proposer shall not be liable for any excess costs if the failure to perform the Contract Agreement arises out of causes beyond the control and without fault or negligence of the proposer. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in 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 proposer. 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 proposer and subcontractor, and without the fault or negligence of either of them, the proposer 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 proposer to meet the required delivery schedule.

**Publicity Releases** – The proposer agrees not to refer to award of this Contract Agreement in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Lowcountry Regional Water System. With regard to news releases, only the name of the Lowcountry Regional Water System, type and duration of agreement may be used and then only with prior approval of the Lowcountry Regional Water System. The proposer also agrees not to publish, or cite in any form, any comments or quotes from the Lowcountry Regional Water System Staff, unless it is a direct quote from the General Manager.

**South Carolina Law Clause** – Upon award of an agreement under this proposal, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the proposer agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the agreement and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State or its political subdivisions.

**Affirmative Action** – The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

**Illegal Immigration Reform Act** – Title 8, Chapter 14, Act 280: By submittal of this bid, you are certifying that you are in compliance with Title 8, Chapter 14, or that this law is inapplicable to you and your subcontractors.

## **SECTION 2: INTRODUCTION AND BACKGROUND**

Lowcountry Regional Water System is a public water and wastewater system that serves a population of approximately 7,200. The system was officially chartered February 17, 2012 with the issuance of its Corporate Certificate by the State of South Carolina through the Office of Secretary of State. The governing bodies of the Town of Brunson, Town of Hampton, Town of Varnville, Town of Yemassee and the County of Hampton resolved to form a Joint System under Title 6 Chapter 25 of the South Carolina Code of Laws as amended known as the Joint Authority Water and Sewer Systems Act for the purpose of creating a regional water and wastewater system for Hampton County and surrounding areas by consolidating the operations of certain water and wastewater providers in the area, and by acquiring water and wastewater systems and extending service to new customers. On October 31, 2012 the Corporate Certificate was amended to include the Town of Gifford, as a member of the Lowcountry Regional Water System. On June 1, 2013, the Lowcountry Regional Water System (LRWS) became operational with the transfer of title of the governing member water and wastewater systems. The governing bodies of the Lowcountry Regional Water System constitutes its members and appoints a Commissioner to serve as their representative on the Lowcountry Regional Water System Commission. The Lowcountry Regional Water System's

Fiscal Year is October 1 to September 30. Total revenues for fiscal year 2019 were over \$2.5 million and expenditures were over \$2.3 million. The system has approximately 2,700 active residential water taps, 400 active commercial water taps, 2,400 active residential wastewater service connections and 385 active commercial wastewater service connections.

The Lowcountry Regional Water System secured the services of Utility Advisors Network, Inc. to perform an independent financial/rate study during the creation of the Lowcountry Regional Water System in 2012/2013. The study provided for a financial/rate analysis and a five (5) year rate projection. A new study was scheduled to take place in 2018, but was delayed due to an ongoing system-wide metering project that was completed in 2018/2019. This project replaced all customer water meters in the system and the metering system was upgraded to a fixed network advanced metering infrastructure (AMI).

### **SECTION 3: SCOPE OF WORK**

The Lowcountry Regional Water System is soliciting the services of a qualified firm experienced in working with small public water and wastewater utilities in providing cost recovery analysis studies including a comprehensive, independent cost recovery review of rates, fees and charges for the delivery of its water and wastewater services. The analysis shall identify both direct and indirect costs and determine the ability of the Lowcountry Regional Water System to meet its operating expenses, cash reserves for reasonable capital improvements, cash reserves for depreciated equipment replacement schedules and the mandatory debt service coverage ratios as provided by its bonds. The development of recommended rate structures shall insure that the utility may recover revenue from the customer base with fixed and variable charges that are equitable among customer classifications in a way that provides for financial stability and the maintenance of minimum cash reserves. The rate analysis shall include a five (5) year projection based on growth, inflationary/indexed adjustments or other factors that may have a direct or indirect impact in the development of the projections. The study shall provide analysis of various charges and fees including the water and wastewater rates, water and wastewater impact fees, fire service fees, water tap fees and wastewater tap fees. The study should also provide a comparative rate schedule for regional and statewide water and wastewater providers.

This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by proposers who wish to submit a proposal for consideration. All proposals must address the services detailed herein.

The study shall include an examination of the existing rates, charges and fees, customer billing data, financial statements, bond requirements, capital improvement plans, cost recovery policies and other data that may be pertinent to a comprehensive analysis and development of the study.

Additional work and/or special projects will be negotiated. If the proposer is unwilling to continue under the terms of the contract, the Lowcountry Regional Water System may release them from its obligations. However, a thirty (30) day notice by the proposer will be required and it will not be permitted to bid on the next contract. If the proposer fails to provide the required reports within 120 days of the execution of the agreement, the Lowcountry Regional Water System retains the rights to discontinue the agreement and retain another proposer.



The proposer may submit invoices based on milestones limited to 50% of the agreement prior to the final report delivered and presented to the Commission of the Lowcountry Regional Water System.

### **3.1 SUBCONTRACTING**

Firms anticipating subcontracting any portion of this engagement shall so state in their proposal and identify their proposed subcontractor(s). Following the award of the agreement or service, no additional subcontracting will be allowed without express prior written consent of the Lowcountry Regional Water System.

### **3.2 TIME REQUIREMENTS**

A kickoff conference will be held with the Billing Manager, Finance Director, Staff Engineer the General Manager and the successful firm to discuss the scope of the rate study and the work schedule. The successful firm shall provide an initial listing of required documents and information needed at the kickoff conference. The Lowcountry Regional Water System will submit records as requested and that may be available.

A tentative schedule for the study is requested as part of the response to the proposal. All aspects of the study must be concluded within 120 days of the execution of the agreement unless authorized by the Lowcountry Regional Water System.

## **SECTION 4: ASSISTANCE TO BE PROVIDED**

The proposer's principal contact for the Lowcountry Regional Water System will be Brian Burgess, General Manager, or a designated representative, who will coordinate the assistance to be provided by the Lowcountry Regional Water System to the proposer.

If the proposer may need to perform certain work onsite, the Lowcountry Regional Water System will provide the proposer with reasonable workspace, desks and chairs. The proposer will also be provided the internet, a telephone line, photocopying facilities and fax machines.

## **SECTION 5: PROPOSAL REQUIREMENTS**

Proposers shall include with their proposals sufficient information to demonstrate that they meet the following requirements for this project. Please label your responses for each of the following sections:

### **5.1 QUALIFICATIONS (Suggested 2- Page Limit)**

Include a thorough summary of the proposer's qualifications to perform the work required, including but not limited to:

- Qualifications, Experience and Nondiscrimination

- Affirm that the proposer meets the qualifications and experience needed to provide the services requested.
  - Affirm that the proposer does not discriminate in employment of persons upon the basis of race, color, creed, national origin, sex, age, or physical handicap.
- Personnel Qualifications of Partners and Staff (Suggested 1-Page Limit); Please provide information on personnel to be used on the project, their qualifications, and past experience with similar projects to include:
- Identify the partners, and other staff who will work on the project, including staff from other than the main office.
  - Describe any professional education or background that qualifies you in performing the work outlined in the Scope of Work.
  - Describe any additional license or certifications attained.

## **5.2 EXPERIENCE (Suggested 2-Page Limit)**

Please provide the following information:

- A comprehensive list of similar governmental projects completed within the last three (3) years involving your firm.
  - Describe for each staff member who will work on the project, a list of similar projects that they have been involved.

## **5.3 PROJECT DESCRIPTION (Suggested 5-Page Limit)**

Include a detailed description of how the project is to be approached and completed. The response to the proposal should clearly state an understanding of the work to be performed. Appropriateness and adequacy of proposed procedures will be considered.

## **5.4 WORK SCHEDULE (Suggested 1-Page Limit)**

The preliminary schedule to complete the required work is based upon the execution of the Contract Agreement (Projected Start Date of March 25, 2020) and ending 120 days later (projected End Date July 22, 2020). The final report shall be submitted to the General Manager for review. The successful proposer will be required to present the final report and provide a presentation to the Commission of the Lowcountry Regional Water System during its regular scheduled meeting on July 28, 2020 at 4:00 p.m. Clearly state a proposed schedule to meet these deadlines. Also, address proposer's overall workload during this period and availability to meet stated deadline. Reasonableness of time estimates and timeliness of expected completion as well as meeting statutory deadlines will all be considered.

## **5.5 COMPENSATION (Suggested 1-Page Limit)**

Although cost is a significant factor, it will not be the sole factor. Explain how fees are determined, and how you would propose to minimize them and still maintain your professional quality standards in this study.

Estimate the total hours, the estimated out-of-pocket costs, and the resulting all-inclusive maximum fee for which the requested work will be done. State the hourly rates to be charged for each staff classification. All other fees and charges must be included. All fees and charges related to the study must be included. Include the hourly rate for ongoing assistance and any other consulting or management services that can be offered.

## **5.6 EXCEPTIONS (Suggested 1-Page Limit)**

The proposal should refer to the acceptance of the statements and requirements set forth in this RFP. If there are any requirements of the RFP that are not acceptable, please list exceptions and explain.

## **5.7 REFERENCES (Suggested 2-Page Limit)**

Provide a five (5) references for governmental sector clients for whom your firm has completed similar projects within the last three (3) years. For each reference, please provide the entity name, contact person's name, title, email address and telephone numbers as well as a brief description of the project.

## **5.8 CONTRACT (Suggested 5-Page Limit)**

If your company requires a contract agreement, you must provide a sample agreement with your proposal.

## **5.9 INSURANCE (suggested 1-Page Limit)**

Include a statement that your firm will comply with all the insurance requirements stated in Section 7.

# **SECTION 6: SELECTION PROCESS AND CRITERIA**

An Evaluation Committee will be formed to review each proposal for compliance to the RFP. It will be the option of the Lowcountry Regional Water System to conduct interviews. Interviews may be conducted with some or all of the respondents. The Evaluation Committee will make their recommendation to the Commission of the Lowcountry Regional Water System, if applicable. The Commission of the Lowcountry Regional Water System has the right to accept or refuse the Evaluation Committee's recommendation.

**The Evaluation Committee shall evaluate each of the responses using the following general criteria:**

EXPERIENCE and REFERENCES (Responses to Sections 5.2 and 5.7)

QUALIFICATIONS (Responses to Section 5.1)

COST (Response to Section 5.5)

PROJECT DESCRIPTION AND SCHEDULE (Responses to Section 5.3 and 5.4)

OVERALL RESPONSIVENESS TO RFP REQUIREMENTS (Responses to Sections 5.6, 5.8 and 5.9 as well as overall proposal document)

## **SECTION 7: INSURANCE**

The successful consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the Lowcountry Regional Water System by the consultant, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the consultant for the duration of the agreement period, for occurrence policies. **Include a statement in your proposal that your firm will comply with these insurance requirements.**

### 1. Workers' Compensation

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

### 2. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

### **Coverage Provisions**

1. All deductibles or self-insured retention shall appear on the certificate(s).

2. Lowcountry Regional Water System, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

3. The consultant's insurance shall be primary over any applicable insurance or self-insurance maintained by the Lowcountry Regional Water System.

4. Shall provide 30 days written notice to the Lowcountry Regional Water system before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

5. All coverage for subcontractors of the consultant shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the Lowcountry Regional Water System. At the option of the Lowcountry Regional Water System, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the consultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Lowcountry Regional Water System, its officers/officials, agents, employees, and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the Lowcountry Regional Water System, its' officers/officials, agents, employees, or volunteers for any act, omission, or condition of premises, which the parties may be held liable due to negligence.
9. The consultant shall furnish the Lowcountry Regional Water System certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers who are lawfully authorized to do business in the State of SC, and who maintain an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from the Lowcountry Regional Water System.

## **SECTION 8: OTHER**

All inquiries concerning this proposal shall be addressed to

Brian Burgess, General Manager  
Lowcountry Regional Water System  
513 Elm St West  
Hampton, South Carolina 29924  
Telephone: (803) 943-1006  
Fax: (803) 943-1014  
E-mail: [brian.burgess@lowcountrywater.com](mailto:brian.burgess@lowcountrywater.com)

**Contact with other departments or Lowcountry Regional Water System representatives without permission of the General Manager may render your proposal void.**

1350



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE

**NONRESIDENT TAXPAYER REGISTRATION  
AFFIDAVIT INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 4/29/19)  
3323

dor.sc.gov

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

The undersigned nonresident taxpayer hereby certifies as follows:

1. Legal Business Name: \_\_\_\_\_

2. Trade Name, if applicable (doing business as): \_\_\_\_\_

3. Mailing Address: \_\_\_\_\_

4. Federal Employer Identification Number (FEIN): \_\_\_\_\_

5.  Hiring or Contracting with:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue (SCDOR):

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 SCDOR 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 SCDOR may revoke the withholding exemption granted under Code Section 12-8-550 (temporarily doing business or professional services in South Carolina) or Code Section 12-8-540 (rentals) at any time it determines that the above named nonresident taxpayer is not cooperating with the SCDOR in the determination of its correct South Carolina tax liability.

I hereby certify that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct, and complete. I understand that under SC Code Section 12-54-44 (B)(6)(a), I can be fined and/or imprisoned for furnishing a false statement.

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)

\_\_\_\_\_  
Date

If Corporate officer, state title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

33231028

**INFORMATION  
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

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

**Do not submit this form to South Carolina Department of Revenue (SCDOR).**

**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 SCDOR.

**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.

33232026

## CERTIFICATE OF FAMILIARITY

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

\_\_\_\_\_  
Company Name as registered

\_\_\_\_\_  
Authorized Signature with the IRS

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number      Fax Number

CONTRACTOR'S LICENSE # \_\_\_\_\_  
(If Applicable)

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
E-mail Address (PLEASE PRINT)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Toll-Free Number if available

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
SC Sales and Use Tax Number