

TOWN OF BLACKSBURG



BLACKSBURG
SOUTH CAROLINA

REQUEST FOR PROPOSAL

RFP NO. 2026-001

LANDSCAPING MAINTENANCE SERVICES

DUE: 02/09/2026

4:00 p.m.

TOWN OF BLACKSBURG, SC

REQUEST FOR PROPOSAL

RFP NO. 2026-001

SEALED PROPOSALS will be received at the Town of Blacksburg Town Hall located at 105. South Shelby Street, Blacksburg, South Carolina until 5:00 P.M. ET February 9, 2026. All qualified contractors are invited to submit proposals to the Town of Blacksburg for the following:

Town of Blacksburg

LANDSCAPING AND MAINTENANCE SERVICES

SUBMIT: One (1) original and one (1) electronic PDF copy of all requested documentation must be received on or before 5:00 P.M. ET February 9, 2026.

ADDRESS TO: Town of Blacksburg, Attention: Shane Childers

MAILING ADDRESS: P.O. Box 487, 105 S. Shelby St., Blacksburg, South Carolina 29702

OFFICE ADDRESS: 105 S. Shelby St., Blacksburg, South Carolina 29702

EMAIL ADDRESS: shane@townofblacksburg.com

PHONE NUMBER: 864-839-2332

MARK OUTSIDE ENVELOPE: "RFP NO. 2026-001 LANDSCAPING MAINTENANCE SERVICES"

DEADLINE ENFORCED

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSALS. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLECT ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **sixty (60)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

Proprietary and/or Confidential Information

Your proposal package is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your qualification.

All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12-point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the Town.*

This Request for Proposal is being issued by the Town of Blacksburg. Direct all questions or request for clarification of this RFP by email or mail to contact information listed above. Offerors are specifically directed not to contact any other Town personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal. Offerors ARE CAUTIONED that any statement made by Town staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP. Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for PROPOSAL may be accessed on the Town of Blacksburg website under the Procurement Tab at www.townofblacksburgsc.com.

All Offerors should consult this website for updates before submitting bids.

THE DEADLINE FOR QUESTIONS IS 4:00 P.M., FEBRUARY 2, 2026. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE TOWN WEBSITE BY 5:00 PM ON FEBRUARY 3, 2026

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the Town of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

Compliance with the South Carolina Illegal Immigration Reform Act

Any Contractor entering into a service contract with the Town of Blacksburg must certify to the Town of Blacksburg that the Contractor intends to verify any new employees' status and require any sub-consultants performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

The Town of Blacksburg reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the Town; or to not award the contract if the Town determines that it is not in its best interest to do so.

**Proposals that are not signed will not be accepted as complete and shall not be considered.
Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.**

The words "Bidder", "Offeror", "Proposer", "Vendor", "Operator", "Contractor", and "Company" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

REQUEST FOR PROPOSAL

TOWN OF BLACKSBURG

LANDSCAPING AND RIGHT OF WAY MAINTENANCE SERVICES FOR THE TOWN OF BLACKSBURG

RFP NO. 2026-001

A. INSTRUCTIONS

1. Introduction

The Town of Blacksburg invites contractors for landscaping and maintenance services for Town facilities and properties defined below and referred to as the "Town Facilities and properties" for twenty-four (24) month period commencing on April 1, 2026, with an option to renew for an additional one (1) twelve (12) month period. The twelve-month renewal period must be shown separately.

The work required is detailed under Section B – DESCRIPTION OF WORK REQUESTED

Town Facilities and Properties: This request for proposal pertains to the area located listed below.

1. Town of Blacksburg Cemeteries (Bi-Weekly)
a. Berea Cemetery Corner of N. Mountain St. & E. Cherokee St.
b. Mountain View Corner of Mountain View Dr. & W Cherokee St.
2. Town of Blacksburg Town Hall 105 S. Shelby St. (Bi-Weekly)
3. Town of Blacksburg Community House 103 S. Shelby St. (Bi-Weekly)
4. Town of Blacksburg Museum 100 N Shelby St. (Bi-Weekly)
5. Tessener Field Corner of W. Lime St. & Hill St. (Bi-Weekly)
6. Gibbs Park Corner of S. Chester St. & W. Clairborne St. (Bi-Weekly)
7. Clouggan Black Park Corner of E. Church St. & N. York St. (Bi-Weekly)
8. Lime Street Park Corner of W. Cherokee St. & Lime St. (Bi-Weekly)
9. Annex Field 310 E. Lime St. (Bi-Weekly)
10. Right-of-Way Areas Throughout Town Limits (Monthly)
<i>-Please See Map of Town Limits to Include All Right-of-Way</i>
11. All Welcome Signs at the Entrances to the Town (Bi-Weekly)
<i>-Cooksey St / E. Cherokee St. / W. Cherokee St. / W. Carolina St.</i>
12. Weed Control to Include Spray (Sidewalks, Bricks, Right-of-Way)
<i>-Business District of Cherokee St. between York St. – Chester St.</i>
<i>and Shelby St. between Church St – Lime St</i>
13. Right-of-Way Area of Cherokee St. (Bi-Weekly)
<i>-Welcome Sign to Welcome Sign</i>

Refer to Appendix for Maintenance Schedule pg. 10

2. Site Visit

Contractors are encouraged to personally inspect each of the facilities and properties outlined above.

3. Acceptance

The acceptance of a proposal will be a notice in writing known as the "Notice of Acceptance", signed by a duly authorized representative of the Town of Blacksburg. No work shall take place until the Town of Blacksburg has signed a contract approved by the Town Administrator and notified the successful contractor to proceed with the work.

B. DESCRIPTION OF WORK REQUESTED (SPECIFICATIONS AND SCOPE OF SERVICES)

1. Scope of Work

The work to be performed under this contract consists of furnishing all labor, materials, equipment, fuel, transportation, tools and supplies necessary for the performance of the service set forth in the Appendix Section and in the strict accordance with these specifications. The project location has been reviewed with the Town of Blacksburg ("Town") and the contractor that is awarded this contract.

2. General Conditions

- a) Landscape Debris:** All landscape debris will be transported and removed at the Contractors expense.
- b) Use of Public Works Facility:** It is understood that the Contractor will abide by all rules and regulation for use of its facilities and that the expenses for care and cleaning of the facilities will be bore by the Contractor.
- c) Biohazards:** Contractor shall be responsible for policing, picking up, removing or disposing, in accordance with DHEC regulations, of certain materials that may be biohazard on the Town's property (will be handled by the Contractor's employees at any time). This will include but is not limited to items such as hypodermic needles, condoms, feminine hygiene products, dog feces, clothing or materials used in the process of cleaning up bodily fluids.
- d) Workforce:** Contractor shall designate a qualified project field representative with a five-year minimum experience in the services being provided and have available for consultation as the need may arise. Contractor agrees to perform all services in and about Town property in appropriate uniform. Contractor shall be responsible for the conduct of its employees in and about the property and shall be required to comply with such standards of conduct as may be established by the Town of Blacksburg for its own employees. Contractor will comply with all necessary safety precautions and be OSHA compliant. All employees shall be competent and qualified and shall be U.S. citizens or legal residents and authorized to work in the United States.

e) Licenses and Permits: Contractor to maintain a Landscape Contractor's license if so, required by State or local law and will comply with all other license and permit requirements of the Town, State and Federal Governments, as well as all other requirements of law.

f) Taxes: Contractor agrees to pay taxes applicable to its work under this contract including sales tax on materials supplied where applicable.

g) Payment and Performance Bonds: Contractor shall supply with this proposal proof of their ability to provide payment and performance bonds

h) Subcontracts: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment as approved by the Town of Blacksburg. The contractor shall ensure that all subcontractors can demonstrate compliance with all applicable employment laws, business license regulations and all other Town, State and Federal laws and regulations. The Contractor shall be liable for all damages of any kind whatsoever caused by the negligence of its subcontractor.

i) Invoicing: Contractor will submit general service invoices for the amount set forth under the prices and terms shown on his/her bid. Any services for the rendered that are in addition to or beyond the scope of work required by this Agreement shall be agreed upon and approved, in writing, by both parties prior to work being done and billed separately.

j) Storm Damage and Emergency Clean-up: Damage and litter from weather conditions involving, rain, hail, lighting, winds, ice, snow, and named storm of Category 2 and below is within the scope of the contract. For named storms of Category 3 and above, the Contractor shall make available crews, materials and equipment as needed by the Town at the additional per hour work pricing submitted pursuant to this request. In the event of a major storm damage from flooding, hurricanes, tornadoes or other Acts of God, Contractor will perform emergency services and cleanup at the direction of the Town of Blacksburg, at a pre-agreed per-hour labor and equipment rate.

k) Indemnity: The Contractor shall indemnify, defend and hold harmless the Town and its authorized agents, officers, volunteers and employees against any and all claims whatsoever arising from this agreement and any cost or expenses incurred by the Town on account of any claim, therefore.

l) Insurance: The Contractor must maintain insurance in during the term of the services as follows: (i) general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$2,000,000 in the aggregate for all incidents/occurrences during a policy period; (ii) general automobile liability insurance in the amount of \$1,000,000 per occurrence for each vehicle and \$1,000,000 in the aggregate for all vehicles which Contractor brings onto Town property or uses in any manner in the provision of the Services; and (iii) Workers Compensation Insurance as required by applicable law. Company also agrees to furnish Town with certificates of insurance in a form acceptable to Town at any time upon request by Town.

C. SPECIFICATIONS

MOWING

All mowing operations shall be conducted in a prudent manner to protect the turf, trees, shrubs and other plantings. The Contractor shall take all necessary precautions to ensure the safety of all persons around the

mowing operations. Turf grass shall be mowed to a specified height according to the type of turf grass being mowed and in accordance with accepted industry standards. In addition, The Town of Blacksburg is expecting at least a maintained with a "cut and trimmed" appearance during the entire growing season. "Cut and trimmed" is considered to be a maximum length of three (3) inches on all other grasses. Prior to mowing any area, that area shall be inspected for all paper, cans, glass or other debris and these materials removed. Grass clippings shall be removed or mulched.

After mowing and pruning, grass clippings and other litter or debris shall be removed from sidewalks and other paved areas; however, under no circumstances can the debris be swept or blown into any storm drain structure. Any safety hazards on sidewalk or areas should be reported to the Town of Blacksburg Public Works immediately.

LINE TRIMMING

This service will be performed around all obstacles and along fence line even if treated with approved herbicides. String trimmers cannot be used near ornamental vegetation.

EDGING

Edging is the mechanical and/or manual cutting of grasses and weeds from the edge of any hard pavement surface and the perimeter of any plant bed and will be performed with the services.

TURF MANAGEMENT

- **Weed Control:** The Contractor shall provide labor, materials and equipment for weed control of all areas in accordance with Attachment A. Pre-emergent herbicides shall be applied at a minimum of once a year to control broadleaf and grassy weeds. The Contractor is responsible for all obtaining all applicable local, state and federal licenses for the application of herbicide(s) and follow all pertaining guidelines and regulations for the herbicide application governing the use of horticultural chemicals and shall be applied by properly trained and licensed operators.
- **Insect/Disease Control:** The Contractor shall provide labor, materials and equipment for insect/disease control of all turf areas on an as needed basis.

RIGHTS OF WAY

- Contractor is responsible for growth in sidewalk expansion joints, Type 16 inlets, on concrete medians, growth hanging over curb or in gutter, pedestrian horizontal clearances, and back of ditch/sidewalk to edge of pavement.
- In the fall leaves shall be mulched as in regular mowing schedule.
- Dead wildlife under twenty pounds within the right of ways is to be immediately removed. Dead wildlife over twenty pounds shall be immediately reported to local SCDOT office.
- Areas that cannot be mowed with a lawnmower shall be mowed with a bushhog.

Mowing Period

It is expected that mowing will take place regularly between April 1st and October 31st. It is recognized that the exact start and end of the mowing season depends on weather.

Mowing Frequency at each Site

The contract will be awarded on the basis of a minimum number of annual cuts for each site. It is expected that this number of cuts will be sufficient to keep these properties maintained and neat.

Extra Cuts

It is understood that, depending on weather, more cuts may be required. Extra cuts will be compensated at a set forth a price for each of the areas (only some areas may need the extra cut).

Any additional cuts must be approved in writing by the Town of Blacksburg before the work is done. The Town of Blacksburg is not obliged to pay for any extra work that has not been approved in advance.

Miscellaneous Services

- **Policing Grounds:** Pick up of all trash, paper, cans, bottles and other debris, including pinecones and fallen tree limbs and branches in the contract areas prior to the start of every maintenance activity in accordance with Landscaping and Right-Of-Way Maintenance Financial Proposal.
- **All Hard surfaces:** All hard surfaces which include but not limited to, sidewalks, retaining wall surface, raised planter, brick and concrete seating areas shall be mechanical cleaned for removal of mold, dirt, stickers, gum, etc. as needed.
- **Vandalism:** Incidents of vandalism to Town of Blacksburg property is to be reported first to the Town of Blacksburg Police Department and then a follow up report to the Town of Blacksburg Public Works Department within (24) twenty-four hours.

D. REPORTING & MEETINGS

- **Monthly Reports:** The contractor shall provide monthly reports to the Town of Blacksburg that details work/activity performed the prior month. The report shall also include future work/activities for the next month and report any issues/problems experienced by the fifth of every month. Additionally, applicable state report forms for pesticide application must be included with the monthly reports. Please refer to the Clemson Extension Department of Pesticide Regulation forms for the appropriate reporting form.
- **Yearly Schedule:** The contractor shall provide a proposed yearly schedule to the Town of Blacksburg that outlines work per Attachment A due the 15th of April.

1. Proposal Development

- i) **Required content of proposal:** The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. Points of clarification will be solicited from proposers at the discretion of the Town. Those proposals determined not in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed. All costs incurred by the Proposer associated with RFP

preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of a contract, shall be the responsibility entirely and exclusively by the proposer.

ii) **Proposal format:** The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. The purpose of the Proposal is to demonstrate the technical capabilities, professional proposals, past experiences, and knowledge within this industry.

a. Transmittal Letter

A transmittal letter must be submitted with a Proposer's proposal which shall include:

- (i) A brief statement of your understanding of the services to be performed and make a positive commitment to provide services as specified. Include a work schedule detailing how the required, services defined in this proposal will be performed on a monthly, quarterly and annual basis.
- (ii) A short profile of your company including experience, length of time in business, representative clients and number of employees.
- (iii) Provide at least three letters of reference from current and/or prior clients for which you provide or have provided similar services.
- (iv) Set forth and explain any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance or poor performance, and issue was either litigated or not litigated. If none, please indicate.
- (v) How company proposes to invoice for the services.
- (vi) The letter must be signed by a corporate officer or person authorized to bind the contractor to the proposal and proposed cost.

b. Landscaping and Maintenance Financial Proposal

The Landscaping and Maintenance Services Financial Proposal must be completed in full. Services are for a **FIXED FEE** service contract for a twenty-four (24) month period, with an option to renew for one (1) additional twelve (12) month period. The twelve-month period must be shown separately.

c. Required Forms:

Proposals must include the following required forms:

1. Landscaping Maintenance Services Financial Proposal (page 11)
2. South Carolina Illegal Immigration Reform Act Contractor Certification (If Applicable) (page 12)
3. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312) (If Applicable) (page 13)

EVALUATION PROCESS AND SELECTION CRITERIA

The Town will evaluate proposals based on the factors outlined within this RFP, which shall be applied to all eligible, responsive proposals in selecting the lowest responsible bidder. The Town reserves the right to

disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The Town reserves the right to make such investigations of the qualifications of the Proposer as it deems appropriate. The Town shall award this contract to the best qualified bidder.

- a) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g) The number and scope of conditions attached to the bid; and
- h) The price for the services set forth in the proposal.

It is the Town's intent to contract with one contractor to provide Landscaping Maintenance Services as detailed herein. Award of any proposal may be made without discussion with Proposers after responses are received. The Proposers submitting sealed proposals will be evaluated by the Town Administration. After careful evaluation, the Town Administration make a recommendation to the Town Council of the lowest responsible bidder. The Town reserves the right to accept or reject any and all bids that is in the best interest of the Town.

Appendix
SCHEDULE OF MAINTENANCE

Area	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March
1. Town of Blacksburg	2	2	2	3	2	2	2	As Needed				
a. Berea Cemetery	2	2	2	3	2	2	2	As Needed				
b. Mountain View Cemetery	2	2	2	3	2	2	2	As Needed				
2. Town of Blacksburg Town Hall	2	2	2	3	2	2	2	As Needed				
3. Town of Blacksburg Community House	2	2	2	3	2	2	2	As Needed				
4. Town of Blacksburg Museum	2	2	2	3	2	2	2	As Needed				
5. Tessener Field	2	2	2	3	2	2	2	As Needed				
7. Clouggan Black Park	2	2	2	3	2	2	2	As Needed				
8. Lime Street Park	2	2	2	3	2	2	2	As Needed				
9. Annex Field	2	2	2	3	2	2	2	As Needed				
10. Right-Of-Way Areas Throughout Town Limits	1	1	1	1	1	1	1	As Needed				
11. All Welcome Signs at the Entrances to Town	2	2	2	3	2	2	2	As Needed				
12. Weed Control of Business District	2	2	2	3	2	2	2	As Needed				
13. Right-of-Way Area of Cherokee St.	2	2	2	3	2	2	2	As Needed				

LANDSCAPING AND MAINTENANCE SERVICES FINANCIAL PROPOSAL

PROPOSER'S NAME: _____

SCOPE TOTAL PRICE PER YEAR

Mowing
Line Trimming
Edging
Turf Management

TOTAL ANNUAL COST: \$ _____

TOTAL MONTHLY FEE: \$ _____

EXTRA CUTS (Attach breakdown of rate per location)

YEAR THREE OPTION:

TOTAL ANNUAL COST: \$ _____

TOTAL MONTHLY FEE: \$ _____

EXTRA CUTS (Attach breakdown of rate per location)

ADDITIONAL WORK PRICING

For special projects that are outside of the scope of the main contract, charges would be calculated as follows:

1. Labor would be charged for actual time spent performing the work at \$ _____ /man hour.

2. Materials would be charged at our invoice cost plus ____ %.

CERTIFICATION

The undersigned Bidder, having carefully examined the RFP and all subsequent Addenda, hereby agrees to furnish all labor and services, according to the requirements of the RFP and all subsequent Addenda for the amount(s) provided above. The undersigned Bidder agrees to execute a contract for this Work in the above amount(s) as specified within 10 days after a written Notice of Award. The proposal shall be valid for Forty-Five (45) days from the scheduled opening of the proposal.

Address: _____ Street: _____ Zip: _____

City: _____ State: _____

Telephone: _____

Email: _____

*Signature: _____ Title: _____

Printed Name: _____ Date: _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT
CONTRACTOR CERTIFICATION

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, _____ ("Contractor") hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the Town of Blacksburg ("Owner").

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

1. Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification the employment authorization of all new employees.

Contractor agrees to provide to Owner any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: _____

By: _____

Title: _____

1350

dor.sc.gov



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING**

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

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