



COLLETON COUNTY
SOUTH CAROLINA

Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.782.0504

RFQ: CC-33
DESIGN-BUILD SERVICES FOR THE
GREENPOND COMMUNITY CENTER

Due: Thursday, July 29, 2021 @ 11:00am

MAIL OR DELIVER RESPONSE TO:

Capital Projects
Attn: Johnny Stieglitz
31 Klein Street, 2nd Floor Room 209
Walterboro, SC 29488

Table of Contents

A. OVERVIEW.....	3
B. METHOD OF PROCUREMENT	3
C. GENERAL SCOPE OF SERVICES	3
D. SUBMITTAL FORMAT	4
E. SELECTION PROCESS.....	6
F. SELECTION CRITERIA	6
G. INSTRUCTIONS TO FIRM	6
H. GENERAL CONTRACTUAL REQUIREMENTS.....	8
I. REQUIRED FORMS:.....	11
J. EXHIBITS.....	23

A. OVERVIEW

Colleton County, South Carolina (the "**County**") is seeking qualified, licensed firms to provide architectural/ engineering, and construction services for the Greenpond Community Center located at 415 Ivenia Brown Drive, Green Pond SC, 29446. These services may include, but are not limited to, design/engineering plans, specifications, cost estimates, permitting, and construction.

The qualified firm must include all sub-consultants required to provide a complete set of plans, specifications, and construction for the project (unless specified otherwise). The sub-consultants may include, but are not limited to, structural, mechanical, electrical, landscaping, civil, survey, geotechnical services, construction administration, general contractor, and sub-contractor services.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or its entirety offers received as a result of this request is deemed to be in the best interest of the County to do so.

All documentation associated with this solicitation is located on the Colleton County website at: <http://www.colletoncounty.org/bids-and-proposal-requests>. **Questions regarding this solicitation must be emailed to Johnny Stieglitz, Capital Projects at jstieglitz@colletoncounty.org no later than 11:00am on Tuesday, July 20, 2021.** Answers to all questions will be posted on the Colleton County website as addendums to this RFQ.

B. METHOD OF PROCUREMENT

This is a qualifications-based selection. Award will be given to the most responsible, responsive, and highly qualified firm ranked by the selection committee. Firms are advised that this evaluation and selection process is a competition and not simply a prequalification. The general scope of services is outlined below.

It is the intent of the County to award the contract to a single Firm. Upon successful negotiation of fees, contract terms, and subject to final approval by Colleton County Council, a contract will be executed for the requested services.

C. GENERAL SCOPE OF SERVICES

Colleton County is seeking architectural/engineering, and construction services from a licensed firm to design-build the new Greenpond Community Center. The new construction consists of a 4,000SF to 4,500SF facility to include a large multi-purpose room, conference room, restrooms, warming kitchen, office space, outdoor event area, and site parking. The facility will be built on the site that housed the old Ivenia Brown Elementary school. The site location will require an approved SCDHEC septic system, an approved SCDHEC Water Well, and a SCDOT encroachment, all of which will be incorporated into the design and construction of the project.

The previous facility was demolished, and some sections of the foundation could remain, which will be the contractor's responsibility to remove.

The budget for this project is \$750,000.00 to include the building, building pad, all infrastructure, and associated site work.

The following items should be addressed when preparing your proposal:

- Single story facility ranging from 4,000SF to 4,500SF. Wood frame construction or metal construction is at the team's discretion allowing for the best cost-saving approach.
- Building Insulation.
- Simple Saver roof insulation system in the event space.
- Electrical-all aspects, to include security & TV outlets inside and outside.
- HVAC
- The front facial facade preferred to be a brick veneer.
- Large event/meeting room, lobby, office, conference room, restrooms, kitchen.
- Concession serving window located in the kitchen area.
- Outdoor Event Space
- Metal Roof
- Double front doors
- Front brick veneer wall to have windows.
- Four (4) rear roll-up doors leading to an open-air canopy.
- Exterior building-mounted lighting.
- Perform geotechnical analysis.
- Design of a SCDHEC approved sized septic system to include installation.
- Design of a SCDHEC approved Water Well to include installation.
- Design of a SCDOT encroachment
- All permitting is the responsibility of the Contractor.
- As-built drawings. (digital)

D. SUBMITTAL FORMAT

Responding firm shall submit **three (3) bound copies**, with one (1) being the original. Responses must be submitted in a sealed envelope/package containing the firm name, solicitation name and number.

The RFQ response must be submitted by the date and time listed in this RFQ. The response shall contain no more than twenty-five (25) double spaced pages, typed on one side only, excluding appendices. Minimum font size shall be 12-point. Responses should address each of the following proposal content requirements in the same order as listed below. The Firm may wish to include additional information. If a firm does not submit responses to these items, their submittal may be considered non-responsive and returned without further review/evaluation. Firms are advised that Colleton County reserves the right to conduct an independent investigation of any information, including prior experiences, identified in the responses. Firms are responsible for effecting delivery by the deadline date and time; late submissions will be rejected without opening. Colleton County accepts no responsibility for misdirected or lost proposals. Responses shall be explained and identified within the twenty-five (25) pages.

The following is included in the 25-page RFQ response:

1. **Letter of Interest:** The Letter of Interest should be no longer than one (1) page and shall contain the following items:
 - a. An expression of the Prime Firm's interest in being selected for the project.
 - b. A statement confirming the commitment of key personnel identified in the submittal to the extent necessary to meet Colleton County's quality and schedule expectations.
 - c. Provide the name of the Prime Firm Principal, Officer of the Firm or Project Manager responsible for this contract and has authority to sign the contract for the Firm.

- d. A summary of key points regarding the Prime Firm’s qualifications.
 - e. Current registration as a Professional Architectural and/or Engineering Firm and licensed General Contractor in the state of South Carolina.
 - f. Signing the letter of interest constitutes authorization of the Firm to submit qualifications for the purpose of negotiating and entering a contract with Colleton County.
 - g. Certification of authorized submitter that information contained within is correct by including: “I certify that the information included within this document, is to the best of my knowledge, correct as of the date indicated”.
2. **Project Organization Chart:** Limited to one (1) side of one sheet of paper. This chart must include the names of the key individuals selected for this project, their roles on the project, the names of the Firm or Company by which they are employed, and the lines of communication, to include functional structure, levels of management and reporting relationships for Key Individuals, and major functions to be performed in managing and designing the project. It shall also indicate the people who will be points of contact with Colleton County’s Project Manager.
 3. **Qualifications for key individuals:** List all licenses and certifications for each individual. Also provide current registration as a Professional Architectural and/or Engineering Firm and licensed General Contractor in the state of South Carolina.
 4. **Project Approach:** Outline the firms approach and schedule for completing the specifications.
 5. **Specific Qualifications:** Project experience directly applicable to Colleton County’s architectural and/or engineering and construction needs that demonstrate a particular knowledge in and around the Lowcountry Region (Beaufort, Colleton, Hampton, and Jasper Counties). Those projects that relate specifically to the area and are the most current will carry the greatest weight. Project outlines should not exceed one page. Each project should include:
 - a. A brief description of the project work completed (including photos if available)
 - b. Project location
 - c. List client’s budget and firms cost of the project
 - d. Client, client reference, and contact information

REQUIRED FORMS

Include all required forms at the end of the submitted proposal as specified in the last section of this RFQ.

6. **Project Questions:** Responses to the questions below are required to be included in the response for the RFQ not to exceed 10 pages.
 6. a. SPECIFIC PROJECT QUESTION - The following question must be answered as it pertains to each project that you would like to be considered for.
 1. What are five major issues to be addressed in the development of this proposed facility as described in this document?
 6. b. GENERAL PROJECT QUESTIONS
 1. Provide an overview of your team's philosophy in the design and construction of a public building.

2. Describe the team's approach to maintenance considerations during the design and construction phases of a project.
3. Explain the firm's procedures for document quality control and coordination of the various trades in the review of design documents and specifications.
4. Explain the management tools, techniques, and procedures the firm uses to monitor and maintain the construction phase schedule.
5. Describe your approach to the collaboration with the County and the Design Team relative to project design and materials/systems research that will assure the functional, aesthetic, and quality requirements are satisfactorily addressed for the projects.
6. Describe your team's commitment to the success of the project and why you believe your assembled team is the best choice for this project.

E. SELECTION PROCESS

The Colleton County selection committee will evaluate each proposal based on the stated selection criteria. The selection committee may select all, some, or none of the firms for interviews. The final ranking of firms and recommendation of award will be presented to Colleton County Council for final approval.

Colleton County reserves the right to reject any or all qualifications, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract based on all factors involved in the written qualifications submitted without further discussion or interviews.

F. SELECTION CRITERIA

The relative point value and selection criteria follow:

25%	Overall experience of firm
25%	Ability, qualification, and experience of project team
25%	Related experience on similar projects
25%	Ability to provide services requested

* Note: In each criterion above where special experience is evaluated, each project listed should include the client name, the specific role of the team member for the firm, and a point of contact for the client with a telephone number and email address.

G. INSTRUCTIONS TO FIRM

1. **ADDITIONAL INFORMATION:** Colleton County reserves the right to request or obtain additional information about any and all responses to the RFQ.

2. AMENDMENT: Any amendment will be posted on Colleton County website in the form of an addendum. The RFQ may be amended at any time prior to the RFQ response submittal date. All actual or prospective firms should monitor Colleton County's website for issuance of addendums. Firms shall acknowledge receipt of any addendum to this RFQ by signing and returning the attached Addendum Acknowledgement form. If this RFQ is amended, then all terms and conditions which are not modified remain unchanged. It is the Firm's responsibility to check the website regularly for updates and modifications.
3. AUDITS: Prior to contract award, an audit may be conducted by Colleton County of the selected firm. This audit will be for the purpose of ensuring the selected firm is financially capable of performing the contract, the cost information and prices quoted are reasonable and the selected firm had adequate accounting practices to ensure accurate tracking of contract costs.
4. AUTHORIZATION TO BEGIN WORK: No work shall commence until after contract execution and issuance of a Notice to Proceed (NTP). Violations of NTP may result in non-payment of work performed, termination of an impending contract, or loss of federal funds, if applicable. The firms billing shall not date prior to contract and/or modification of execution date.
5. AWARD: The selected firm will be posted on Colleton County's website.
6. CLARIFICATIONS: Colleton County, at its sole discretion, shall have the right to seek clarifications from any Firm to fully understand information contained in their responses to the RFQ.
7. COMMUNICATION: Effective the date of the advertisement of this contract, no further contact is allowed with any Colleton County personnel concerning this RFQ except for questions of an administrative or contractual nature that shall be submitted in writing to the attention of one of the Contract Officers. This restriction is in effect until the selection has been announced. The employees of the proposing firm may not contact any Colleton County staff including members of the Selection Committee, other than one of the Contract Officers to obtain information on the RFQ. Such contact may result in disqualification.
8. RESPONSE PERIOD: All responses shall be good for a minimum period of 60 calendar days.
9. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful offeror will be held responsible, therefore. Deviations must be explained in detail on a separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
10. DEBARMENT: By submitting a qualification package, the firm is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.
11. HOLD HARMLESS: All respondents to this RFQ shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this RFQ. The issuance of this RFQ constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFQ. Colleton County also reserves the right to seek clarifications,

to negotiate with any firm submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.

12. CANCELLATION: If this RFQ is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this RFQ or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The RFQ is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this RFQ in their entirety except as amended or superseded within. This ordinance can be found at https://www.municode.com/library/sc/colletoncounty/codes/code_of_ordinances under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. CONTRACT AWARD:
 - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Firm and the County.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
 - b. The successful Firm shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after the award of an agreement shall be directed to the Procurement Manager via email to: ksyfrett@colletoncounty.org. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

H. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Firm, or if at any time the County shall believe and shall so certify in writing that work has been abandoned or delayed by the Firm, the County may annul the contract or any part thereof if the Firm fails to resolve the matter within thirty (30) days of written notice.
2. FIRM'S COOPERATION: The Firm shall maintain regular communications with the Project Manager and shall actively cooperate in all matters of this contract.
3. RESPONSIBILITY: The Firm shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any manner affecting the contract.
4. NON-APPROPRIATION/SUBSTITUTION PERMITTED: If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this

contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.

5. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Firm hereby expressly agrees to indemnify and hold the County harmless against all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Firm expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Firm, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement, and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Firm (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, the Firm shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Firm's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide indemnity to the successful Firm. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. FORCE MAJEURE: The Firm shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Firm. Such causes may include but are not restricted to acts of God or of the public enemy, acts of the Government 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 default of a subcontractor, and if such default arises out of causes beyond the control of both the Firm and subcontractor and without 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.
7. ARBITRATION: Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.
8. PUBLICITY RELEASES: The Firm agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Firm shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. Concerning news releases, only the name of the County, type, and duration of any resulting agreement may be used

and then only with prior approval of the County. The Firm also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.

9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
10. **ASSIGNMENT:** The Firm shall not assign in whole or in part any agreement resulting from this RFQ without the prior written consent of the County. The Firm shall not assign any money due or to become due to him under the said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Firm will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination because of race, color, religion, sex, national origin, or physical handicap.
12. **FAILURE TO DELIVER GOODS PER TERMS & CONDITIONS:** In case of failure to deliver goods per the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
13. **TERMINATION OF CONTRACT:** Subject to the provisions below, the contract may be terminated by Colleton County providing a thirty (30) days advance notice in writing is given to the Firm.
 - a. **Termination for Convenience:** If this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by the County for cause, default, or negligence on the part of the offeror 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 in this request for proposals shall apply.
 - c. The County shall be obligated to reimburse the Offeror only for those services rendered before the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Firm, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

14. **GOVERNING LAWS:** Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
15. **BONDS:** Payment and Performance Bonds are not required for this RFQ.

16. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County under this contract shall belong exclusively to the County.
17. INSURANCE: Colleton County will require the following to remain in force at all times through the life of the contract:
- Professional Liability Insurance - Minimum \$1,000,000.00 Proof of in force insurance must be provided in the response to the RFQ
 - Errors and Omissions Insurance - Minimum \$2,000,000.00 Proof of in force insurance must be provided with each Contract for services.
 - Other insurances:
 - Workers' Compensation - \$100,000 – each accident
 - Statutory Coverage and Employer's - \$100,000 for each employee
 - Liability - \$500,000 – policy limit
 - Comprehensive General Liability -
 - \$2,000,000 – bodily injury each occurrence
 - \$1,000,000 – bodily injury aggregate
 - \$1,000,000 – property damage each occurrence
 - \$1,000,000 – property damage aggregate
 - Products-Completed Operations - \$1,000,000 – aggregate.
 - Business Auto Liability – Same as Comprehensive General Liability
 - Excess or Umbrella Liability - \$1,000,000

Colleton County will be named as an "additional insured" party.

I. REQUIRED FORMS:

The following completed forms are required to be returned with each RFQ:

- Firm Submittal Form
- Certificate of Non-Collusion
- Certification of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters
- Certification of Firm
- Disclosure of Potential Conflict of Interest Certification
- Drug-Free Workplace Certification
- Equal Employment Opportunity Certification
- Addendum Acknowledgement

Remainder of this page intentionally left blank



FIRM SUBMITTAL FORM & QUESTIONS

In compliance with the above RFQ: CC-33, the undersigned hereby proposes to provide professional architectural/engineering and construction services for Colleton County related project in accordance with the instructions, terms, conditions and requirements incorporated in the Request for Qualifications.

Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Principal's Name and Title (type or print): _____

Principal's Signature: _____

Email (type or print): _____

QUESTIONS:

1. The Firm possesses a valid and current South Carolina license for the project or projects for which it intends to submit a proposal.
Circle one: Yes No
2. The Firm has an insurance policy or policies with the prescribed limit(s) as specified in this document.
Circle one: Yes No
3. Has your South Carolina Firm's license been revoked at any time in the last five years?
Circle one: Yes No
4. Has there been any change in ownership of the firm at any time during the last three years?
Circle one: Yes No

LICENSES

5. List all South Carolina license numbers, classifications, and expiration dates held by your firm and sub-contractors. (Provide a copy of each license)

6. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the SCLLR records who meet(s) the experience and examination requirements for each license.

7. Has your firm changed names or license numbers in the past five years?

Circle one: Yes No

8. Has any owner, partner, qualifying party, or (for corporations) officer of your firm operated an architectural, engineering, or construction firm under any other name in the last five years?

Circle one: Yes No

NOTE: If “Yes,” explain on a separate signed page, including the reason for the change. Provide a complete, separate questionnaire for the other firm.

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response 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 outlined in this solicitation and certify that I have signature authority to bind the company listed herein.

Name and Title (print)

Authorized Signature

Email Address

Date



COLLETON COUNTY

SOUTH CAROLINA

RFQ: CC-33

CERTIFICATE OF NON-COLLUSION

By submission of proposal, each person signing on behalf of any consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The proposal is submitted without collusion, consultation, communication, or agreement for the purpose of restricting competition, with any other bidder or with any competitor;
- 2) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Firm

Authorized Official/Title

Signature

Date

SWORN AND SUBSCRIBED before me this _____ day of _____, 2021

My commission expires _____

Notary Public



**CERTIFICATION OF PRIMARY & SUB-CONSULTANT PARTICIPANT REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Firm of, _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with a commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

If the prime Firm is unable to certify any of the statements in this certification, the Firm shall attach an explanation to this certification.

The Firm of, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Date

Authorized Official/Title

A Registered Firm with SAM's Yes No

Cage Code _____

DUN's No. _____



RFQ: CC-33
CERTIFICATION OF FIRM

I hereby certify that I am the duly authorized representative of FIRM and that neither I nor the above FIRM I here represent has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above FIRM) to solicit or secure this contract;
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above FIRM) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any);
- d) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal.

By execution of this Agreement, FIRM certifies FIRM and all sub-firms, contractors, employees, and agents will comply with South Carolina’s Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence the action of public employee - §8-13-790, 8-13- 705, 8-13-720; (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is to be furnished to Colleton County, South Carolina and is subject to applicable State and Federal laws, both criminal and civil.

Firm

Authorized Official/Title

Signature



DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

Firm hereby indicates that it has, to the best of its knowledge and belief has:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

- 1. Describe nature of the potential conflict(s):

- 2. Describe measures proposed to mitigate the potential conflict(s):

Firm

Date

Signature/Title

Print Name

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with Department of Transportation contract personnel.

Name

Phone #

Company



RFQ: CC-33

DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq. South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Colleton County projects.

For purposes of this Certification, “Drug-free Workplace” is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/ Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Firm hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement: and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction

- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Firm: _____

Address: _____

Authorized Representative Name/Title (Print): _____

Signature of Authorized Representative: _____

Witness Name (Print): _____

Signature of Witness: _____



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

Firm: _____

Address: _____

Authorized Representative Name/Title (Print): _____

Signature of Authorized Representative: _____

Witness Name (Print): _____

Signature of Witness: _____



RFQ: CC-33

ADDENDA ACKNOWLEDGEMENT FORM

The firm has examined and carefully studied the proposal and the following Addenda, receipt of all of which is hereby acknowledged:

<i>Amendment No.</i>	<i>Issue Date</i>

The Firm must acknowledge any issued addenda. Proposals that fail to acknowledge the firm’s receipt of any addendum will result in the rejection of the proposal if the addendum contained information that substantively changes the Owner’s requirements or pricing.

Authorized Representative Name/Title (Print)

Date

Authorized Representative’s Signature

J. EXHIBITS

PARCEL MAP OF SITE & LAYOUT

EXAMPLE OF COMMUNITY CENTER LAYOUT

(See Next Page)

WALLE LN

87

272-00@126

272-00@088

415 IVENIA BROWN RD

272-10@030

384 IVENIA BROWN RD

IVENIA BROWN RD

475 IVENIA

398 IVENIA BROWN RD

272-00@063

272-00@065

272-10@031

272-00@062

272-1



