



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

**RFQ: CPST-18
DESIGN-BUILD SERVICES FOR THE SMOAKS/JOHNSVILLE
COMMUNITY CENTER**

Due: Wednesday, February 25, 2026 @ 11:00 am

MAIL OR DELIVER RESPONSE TO:

**Capital Projects
Attn: Johnny Stieglitz
403 E. Washington Street, Suite D
Walterboro, SC 29488**

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A. OVERVIEW

Colleton County, South Carolina (the "**County**") is seeking qualified, licensed General Contractors to provide Architectural/Engineering and construction services for the Colleton County, Smoaks/Johnsville Community Center located at 2026 Community Ave. Smoaks, SC. These services shall include water and sewer needs, facility design/engineering plans, specifications, cost estimates, permitting, and construction.

The qualified General Contractor must include a list of all sub-consultants required to provide a complete set of plans, specifications, and construction for the project. The sub-consultants may include, but are not limited to, structural, mechanical, electrical, landscaping, civil, survey, geotechnical services, general contractor, and subcontractor services.

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

All documentation associated with this solicitation is on the Colleton County website at: <https://www.colletoncounty.org/bids-proposal-requests>. Questions regarding this solicitation must be emailed to John Stieglitz, Capital Projects, at jstieglitz@colletoncounty.org no later than **11:00 am on Monday, February 23, 2026**. Answers to all questions will be posted on the Colleton County website as addenda to this RFQ.

B. METHOD OF PROCUREMENT

This is a qualifications-based selection. The award will be given to the most responsible, responsive, and highly qualified company, as ranked by the selection committee. This evaluation and selection process is a competition, not simply a prequalification. The general scope of services is outlined below.

Colleton County intends to award the contract to a single General Contractor. Upon successful negotiation of fees and contract terms, and subject to final approval by Colleton County Council, an agreement will be executed for the requested services.

C. GENERAL SCOPE OF SERVICES

Colleton County is seeking architectural/engineering and construction services from a qualified, licensed General Contractor to design and build the new Colleton County Smoaks/Johnsville Community Center at 2026 Community Ave. Smoaks, SC.

Community Center: The new construction shall include all trades required to build the facility and make it ready for use. All water and sewer design, permitting, and installation shall be included in the project's construction. All SCDOT, SCDES, and Colleton County Building Permits required for a complete project are the responsibility of the General Contractor. The budget for a fully completed, functional facility is approximately \$900,000.00. There are no preliminary designs or permitting in place.

The following items should be addressed when preparing your proposal:

- Project supervisor qualifications
- Project site superintendent qualifications, to include a list of projects completed in the last 5 years. List the type of facility, location, and date. Do not include any Colleton County projects.
- Timeline for design and construction

D. SUBMITTAL FORMAT

Responding General Contractors shall submit **three (3) bound copies**, with one (1) being the original. Responses must be submitted in a sealed envelope/package containing the General Contractor's 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. The minimum font size shall be 12 points. Responses should address the proposal content requirements in the same order as listed below. The General Contractors may wish to include additional information. If a General Contractor does not submit responses to these items, their submittal may be considered non-responsive and returned without further review/evaluation. General Contractors are advised that Colleton County reserves the right to conduct an independent investigation of any information, including prior experiences, identified in the responses. General Contractors 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 General Contractor's interest in being selected for the project.
 - b. A statement by the General Contractors listing the commitment of key personnel to the extent necessary to meet Colleton County's quality and schedule expectations.
 - c. Provide the name of the General Contractor's Project Manager responsible for this contract, who has the authority to sign the agreement for the General Contractor.
 - d. A summary of key points regarding the General Contractor's qualifications.
 - e. A current registration as a licensed General Contractor in South Carolina.
 - f. Signing the letter of interest constitutes authorization of the General Contractor's qualifications to negotiate and enter a contract with Colleton County.
 - g. Certification of the authorized submitter that the 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 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 primary functions to be performed in managing and designing the project. It shall also indicate the individuals who will serve as points of contact with Colleton County's Project Manager.

3. **Project Approach:** Outline the General Contractor’s approach and schedule for completing the specifications.
4. **Specific Qualifications:** Project experience directly applicable to Colleton County’s General Contractor construction needs that demonstrate particular knowledge in and around the Lowcountry Region (Beaufort, Hampton, and Jasper Counties). Those projects that relate specifically to the area and are the most current will carry the most significant 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 the client’s budget and the General Contractor's cost of the project
 - d. Client, client reference, and contact information

Do not include any reference to projects completed in Colleton County.

REQUIRED FORMS

As specified in the last section of this RFQ, please include all required forms at the end of the submitted proposal.

6. **Project Questions:** Responses to the questions below must be included in the response to the RFQ, and they must not exceed 10 pages.

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 General Contractors for interviews. The final ranking of General Contractors and recommendation of the award will be presented to the Colleton County Council for final approval.

Colleton County reserves the right to reject all qualifications and 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 the General Contractor and GC Employees
25%	Ability, qualification, and experience of the project team
25%	Related experience on similar projects
25%	Ability to provide services requested

G. INSTRUCTIONS TO GENERAL CONTRACTOR

1. **ADDITIONAL INFORMATION:** Colleton County reserves the right to request or obtain additional information about all responses to the RFQ.
2. **AMENDMENT:** Any amendment will be posted on the Colleton County website as an addendum. The RFQ may be amended before the RFQ response submittal date. All actual or prospective General Contractors should monitor Colleton County's website for addenda. General Contractors shall acknowledge receipt of any addendum to this RFQ by signing and returning the attached Addendum Acknowledgement form. If this RFQ is amended, all terms and conditions that have not been modified will remain unchanged. It is the General Contractor's responsibility to check the website regularly for updates and modifications.
3. **AUDITS:** Colleton County may audit the selected General Contractor before awarding the contract. This audit will ensure that the selected General Contractors are financially capable of performing the contract and have adequate accounting practices to accurately track contract costs.
4. **AUTHORIZATION TO BEGIN WORK:** No work shall commence until after contract execution and a Notice to Proceed (NTP) issuance. Violations of NTP may result in non-payment of work performed or termination of an impending contract. The General Contractor's billing shall not date before the contract and/or modification of the execution date.
5. **AWARD:** The selected General Contractor will be posted on Colleton County's website.
6. **CLARIFICATIONS:** At its sole discretion, Colleton County shall have the right to seek clarifications from any General Contractors to understand the information in their responses to the RFQ fully.
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 remains in effect until the selection is announced. The employees of the proposed General Contractors may not contact any Colleton County staff, including members of the Selection Committee, other than a Contract Officer, to obtain information on the RFQ. Such contact may result in disqualification.
8. **RESPONSE PERIOD:** All responses shall be good for at least 90 calendar days.
9. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered strictly comply with these specifications, and the successful General Contractor 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 specifications requirements. Unidentified deviations found during the evaluation of the response may result in rejection.
10. **DEBARMENT:** By submitting a qualification package, the General Contractors are 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 agents of any person or entity 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 clarification, to negotiate with any General Contractor 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 for 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/codeofordinances> under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request for proposal shall be cause for rejecting the qualification package. However, Colleton County reserves the right to decide, on a case-by-case basis, whether or not to refuse such a proposal as non-responsive.
15. CONTRACT AWARD:
 - a. This solicitation and submitted documents, when accepted adequately by Colleton County, shall constitute an agreement equally binding between the successful General Contractors 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 in writing by both parties.
 - b. The successful General Contractor 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 General Contractors, or if at any time the County shall believe and shall so certify in writing that work has been abandoned or delayed by the General Contractors, the County may annul the contract or any part thereof if the General Contractor fails to resolve the matter within thirty (30) days of written notice.

2. **GENERAL CONTRACTORS' COOPERATION:** The General Contractor shall communicate regularly with the Project Manager and actively cooperate in all matters related to this contract.
3. **RESPONSIBILITY:** The General Contractor shall always 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 not limit 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 General Contractor hereby expressly agrees to indemnify and hold the County harmless against all costs and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

The General Contractor 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, General Contractors, or corporation directly or indirectly employed by the General Contractor, 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 include defense costs, settlement costs, and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall consist of bodily injuries or death occurring to General Contractors' employees and any person, directly or indirectly employed by General Contractor (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 General Contractors shall promptly defend any action mentioned above.

The prescribed insurance limits set forth herein shall not limit the extent of the General Contractor's responsibility under this Section. The terms and conditions 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 General Contractors. Failure to comply with this section may result in your request for a proposal being deemed non-responsive.

6. **FORCE MAJEURE:** The General Contractor 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 General Contractor. Such causes may include, but are not restricted to, acts of God or 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. Still, in every case, the failure to perform must be beyond the contractor's control and without the contractor's fault or negligence. If the failure to perform is caused by a default of a subcontractor, and if such default arises out of causes beyond the control of both the General

Contractors 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 an arbitrator between the General Contractor and a subcontractor.
8. **PUBLICITY RELEASES:** The General Contractor 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 General Contractor shall not have the right to include the County's name in its published list of customers without prior approval from 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 General Contractor 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. All disputes arising from the said agreement shall be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina, if litigation is necessary. The prevailing party shall be entitled to attorney's fees and all litigation costs.
10. **ASSIGNMENT:** The General Contractor shall not assign in whole or in part any agreement resulting from this RFQ without the prior written consent of the County. The General Contractor 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 General Contractor will act in compliance with all Federal and State requirements concerning fair employment and treatment of all employees, without regard to 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 by 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, Colleton County may terminate the contract by giving thirty (30) days' advance notice in writing to the General Contractors.
 - a. **Termination for Convenience:** If this contract is terminated or canceled on request and for the County's convenience without the required thirty (30) days' advance written notice, the County shall negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by the County for cause, fault, or negligence on the part of the General Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day 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 General Contractor 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 General Contractors, 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 proposal request shall be governed in all respects by the laws of the State of South Carolina, and any litigation regarding it 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: The County shall own all data, material, and documentation originated and prepared for the County under this contract.
17. INSURANCE: Colleton County will require the following to remain in force at all times throughout the life of the contract:
 - Professional Liability Insurance - Minimum \$1,000,000.00 Proof of in-force insurance must be provided in response to the RFQ
 - Errors and Omissions Insurance—A minimum of \$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 - \$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 per 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:

The Forms **are not** part of the 25-page response

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

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RFQ: CPST-18

GENERAL CONTRACTOR SUBMITTAL FORM & QUESTIONS

In compliance with the above RFQ: CPST-18, the undersigned hereby proposes to provide professional architectural/engineering and construction services for this Colleton County-related project by the instructions, terms, conditions, and requirements incorporated in the Request for Qualifications.

General Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

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

Principal's Signature: _____

Email (type or print): _____

QUESTIONS:

1. The General Contractor 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 General Contractor has an insurance policy or policies with the prescribed limit(s) specified in this document.

Circle one: Yes No

3. Has your South Carolina General Contractor'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 General Contractor at any time in the last three years?

Circle one: Yes No

LICENSES

5. List all South Carolina license numbers, classifications, and expiration dates held by your General Contractor and subcontractors. (Provide a copy of each license)

6. If any of your General Contractor 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 the experience and examination requirements for each license.

7. Has your General Contractor 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 General Contractor operated an architectural, engineering, or construction General Contractor 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 General Contractors.

Having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, the undersigned submits the attached response and other relevant information to the County, which I verify to be accurate 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, General Contractor, 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 the signature authority to bind the company listed herein.

Name and Title (print)

Authorized Signature

Email Address

Date



RFQ: CPST-18
CERTIFICATE OF NON-COLLUSION

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

- 1) The proposal is submitted without collusion, consultation, communication, or agreement to restrict 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.

General Contractor

Authorized Official/Title

Signature

Date

SWORN AND SUBSCRIBED before me this _____ day of _____ 2026

My commission expires _____

Notary Public



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

The General Contractor _____ 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 get, 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 had one or more public transactions (federal, state, or local) terminated for cause or default within a three (3) year period preceding this application/proposal.

If the prime General Contractor cannot certify any of the statements in this certification, the General Contractor shall attach an explanation to this certification.

The General Contractor _____ certifies 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 General Contractor with SAM's Yes No

Cage Code _____

DUN's No. _____



RFQ: CPST-18

CERTIFICATION OF GENERAL CONTRACTOR

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

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any General Contractors or person (other than a bona fide employee working solely for me or the above GENERAL CONTRACTORS) 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 General Contractors or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any General Contractor, organization, or person (other than a bona fide employee working solely for me or the above GENERAL CONTRACTOR) 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 took any action to restrain free competitive bidding in connection with the submitted proposal.

By execution of this Agreement, GENERAL CONTRACTOR certifies that the GENERAL CONTRACTOR and all sub-General Contractors, 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 due to any action taken violating 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.

General Contractor

Authorized Official/Title

Signature



RFQ: CPST-18
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

The General Contractor hereby indicates that it has, to the best of its knowledge and belief:

_____ 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 the nature of the potential conflict(s):

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

General Contractor

Date

Signature/Title

Print Name

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

Name

Phone number

Company



RFQ: CPST-18

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 before award that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of the facts 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 outlined in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The section described above defines the workplace as 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 per the requirements of the Drug-free Workplace Act.

By signing this document, the General Contractor 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 violating 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 for drug violations may be imposed upon employees.
- (3) It is a requirement that each employee engaged in the contract's performance be given a copy of the statement required in paragraph (1) above.
- (4) Notifying the employee of 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 statute 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) concerning 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 reasonable faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

General Contractor: _____

Address: _____

Authorized Representative Name/Title (Print): _____

Signature of Authorized Representative: _____

Witness Name (Print): _____

Signature of Witness: _____



RFQ: CPST-18

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 Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities in all solicitations for bids for work or materials. Sub-recipients, contractors, and subcontractors may not discriminate against their employment practices or the selection and retention of any subcontractor.

By signing this document, the General Contractor hereby certifies their commitment to assuring 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.

General Contractor: _____

Address: _____

Authorized Representative Name/Title (Print): _____

Signature of Authorized Representative: _____

Witness Name (Print): _____

Signature of Witness: _____



RFQ: CPST-18
ADDENDA ACKNOWLEDGEMENT FORM

The General Contractor 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 General Contractor must acknowledge any issued addenda. Proposals that fail to acknowledge the General Contractor’s receipt of any addendum would 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