

OCONEE JOINT REGIONAL SEWER AUTHORITY REQUEST FOR PROPOSALS

PROJECT #2026-01

PROCUREMENT AND IMPLEMENTATION OF A COMPUTERIZED MAINTENANCE
MANAGEMENT SYSTEM (CMMS) SOLUTION

July 3, 2025



BID SUBMITTAL DUE DATE/TIME: August 14, 2025 at 2:00 PM Local Time

Important Dates and Times

Pre-Submittal Conference	Not applicable
Deadline for Inquiries	July 24, 2025 at 4:00 pm Local Time
Submittal Deadline	August 14, 2025 at 2:00 pm Local Time
Interviews/Demonstrations	Week of September 8, 2025
OJRSA O&P Committee Consideration	September 17, 2025
Award of Project	October 6, 2025
Project Start Date	October 20, 2025 and/or upon receipt of all necessary documents and issuance of a Notice to Proceed
Project Completion Date	See TERMS AND OTHER INFORMATION section within this RFP
All Remaining Deliverables Due	Negotiated between OJRSA and selected Vendor

REQUEST FOR PROPOSALS

Contents

Important Dates and Times	1
Purpose and Project Information.....	2
Procurement Method of Selection	3
Definitions and Acronyms	3
Scope of Work	4
Deliverables.....	5
Pre-Submittal Conference.....	6
Deadline for Inquires and Addenda	6
Hours of Service	6
Safety and Security.....	6
Transportation and Equipment.....	6
Project Start Details	6
Submittal Requirements and Statement of Qualifications	6
South Carolina Domicile Requirement.....	9
Local Vendor Preference for Services	9
Selection Process	9
Evaluation Criteria.....	10
Terms and Other Information	10
Information Handling	11
No-Fault Delays and Force Majeure.....	11
Insurance and Bonding.....	11
Background Check.....	11
Determination of Responsibility	11
Additional Rights Reserved by OJRSA	11
Submittal Requirements	12
Attachment A – Solicitation Compliance and Conditions Certification	13
Attachment B – Functionality Matrix.....	14
Attachment C – Proposal Price Summary	20
Attachment D – OJRSA Standard Services Agreement Template	21

Purpose and Project Information

The Oconee Joint Regional Sewer Authority (hereafter referred to as “Owner” or “OJRSA”) is soliciting proposals from qualified vendors to provide a Computerized Maintenance Management System (“CMMS”) and implementation services as set forth in this Request for Proposals (“RFP”). The Owner shall select one (1) qualified vendor (“Vendor”) from those that submit proposals (“Offerors”) to provide the CMMS, which includes software, implementation services, training, technical support to serve the OJRSA’s water reclamation facility (“WRF”), wastewater conveyance system, pump stations, fleet management, inventory, and other such appropriate facilities. It is the intent of the OJRSA to implement a system that will maximize operational efficiency, simplify cataloging of data and inventorying of assets, support optimization of asset useful life, and provide critical data and evaluation tools for budgetary considerations.

The OJRSA is a public organization established by Title 6 Chapter 25 of South Carolina Law (Joint Authority Water and Sewer Systems Act) and currently consists of two (2) systems that operate independently of each other: the “wholesale” trunk-and-treat system and the “retail” system that serves southern Oconee County along Interstate 85.

The OJRSA system serves a rapidly growing area and currently serves approximately 9,500 customers across its wholesale and retail wastewater system.

The wholesale system, which serves in around the cities of Seneca, Walhalla, and Westminster, as well as the Town of West Union, consists of the Coneross Creek WRF (permitted at 7.8 million gallons per day), approximately 65 miles of gravity sewer, 15 pump stations, 24 miles of force mains, and three (3) permanent flow metering stations. This system is subject to projects related to rehabilitation/replacement, expansion due to growth, or a combination of these in the immediate future. The wholesale system is currently independently owned, operated, and maintained by the cities and town; however, recent discussions have considered consolidating some or all of these systems under OJRSA ownership. As such, the selected CMMS must be scalable and capable of accommodating additional systems in the future should OJRSA become their owner.

The retail system currently contains approximately 1.6 miles of gravity sewer, two (2) pump stations, and 3.1 miles of force mains that extend from a pump station owned by Oconee County, South Carolina to the area around Interstate 85 and the Fair Play community within the county. This system is most likely to see expansion-related projects during the near future.

Per the *OJRSA Procurement and Property Disposal Policy* ("Procurement Policy"), Requests for Proposals ("RFP") for professional services shall be excluded from the local vendor preference.

Procurement Method of Selection

In accordance with the Procurement Policy in effect at the time of this solicitation, this is considered a project that meets the requirements of a Competitive Sealed Proposal (Section 5.1.7) and other sections as appropriate. OJRSA will select one (1) CMMS that shall be based on the needs of the agency as described within this solicitation.

The contract method will be an OJRSA Standard Services Agreement ("SSA," see Attachment D for contract template). The Offeror shall also provide a SAMPLE of its Standard Master Services Agreement and its standard template of governing terms and conditions for the products and services being offered in response to this solicitation. All agreements negotiated with the selected Vendor and must be reviewed and approved by OJRSA legal counsel prior to consideration by the OJRSA Board of Commissioners ("Board") for execution.

Proposals shall be publicly opened and only the names disclosed following the Submittal Deadline as stated on the coversheet, which shall occur at the OJRSA Administration Building, 623 Return Church Road, Seneca, South Carolina 29631.

Definitions and Acronyms

The following definitions shall apply to this solicitation:

- A. a.m.: *Ante Meridiem*, Latin for "before noon"
- B. Board: OJRSA Board of Commissioners
- C. Business Day: Monday through Friday, except recognized holidays as defined in the *OJRSA Employee Handbook* or when otherwise established by the OJRSA Board of Commissioners. (Contact OJRSA at 864-972-3900 for information regarding recognized holidays.)
- D. CCTV: Closed Circuit Television
- E. CMMS: Computerized Maintenance Management System
- F. e.g.: *Exempli Gratia*, Latin for "for example"
- G. EPN: ESRI Partner Network
- H. etc.: *Et Cetera*, Latin for "and other things" (generally)
- I. Executive Director: Executive Director of the OJRSA
- J. FOIA: South Carolina Freedom of Information Act
- K. GIS: Geographic Information System
- L. IT: Information Technology
- M. Local Time: Common time observed in Seneca, South Carolina, regardless of Eastern Daylight Saving Time or Eastern Standard Time
- N. O&M: Operation and maintenance

- O. Owner: Oconee Joint Regional Sewer Authority (OJRSA)
- P. p.m.: *Post Meridiem*, Latin for “after noon”
- Q. RFP: Request for Proposals
- R. Procurement Policy: *OJRSA Procurement and Property Disposal Policy*
- S. SOQ: Statement of Qualifications
- T. SSA: Standard Services Agreement
- U. Standard Services Agreement, Agreement, or Contract: An agreement between OJRSA and Contractor as stated within the *OJRSA Procurement and Property Disposal Policy*. It is important to note that this Request for Proposals shall be a supplemental document to any Agreement or Contract, regardless of whether the OJRSA or Vendor provides the Contract.
- V. Subcontractor: As defined in *OJRSA Procurement and Property Disposal Policy*
- W. WRF: Water Reclamation Facility

Scope of Work

The OJRSA desires a turnkey-style proposal to replace and/or supplement its current system of managing assets, complaints, etc., which includes paper recordkeeping, electronically using Utility Cloud (CMMS system), Publiq (accounting system), Excel spreadsheets, and GIS mapping. The OJRSA is seeking a complete response from Vendors who can demonstrate that they possess the organizational, functional, and technical capabilities to perform the services, and meet or exceed the requirements and service levels specified herein.

The Vendor is to furnish a proposal for a CMMS with the total cost of the system illustrated in the Price Proposal Summary, including all modules necessary to meet the requirements of this RFP. The successful vendor shall be responsible for the final OJRSA-approved design, installation, implementation, and commissioning of the CMMS software, including development of user acceptance testing, system integration, and connectivity to existing resources.

Vendors should provide detailed information on their proposed solution(s). The information should include recommendations taking into consideration the OJRSA’s existing processes, data management methods, and system requirements.

The Vendor is expected to include pricing for the following tasks and deliverables:

- A. Install CMMS that meets the requirements as stated within this RFP. Users of the system will utilize Windows-based workstations, iOS devices, and other common workstations and mobile systems. Need to confirm IOS is compatible and what version is supported
- B. Provide licenses, extensions, modules, and install any needed web applications.
- C. Set up and integrate software with systems as stated herein.
- D. Configure inspection forms and reports.
- E. Train staff on the asset management system by using on-site and/or combined (on-site and remote).

This section contains an overview of the essential functions expected of the selected CMMS.

Software and Compatibility

- A. Describe how your solution would satisfy the OJRSA’s software needs, requirements, current processes, and recommended implementation strategies.
- B. The system should be cloud-hosted and open architecture is required to integrate with OJRSA Accounting Software. (Accounting software to be determined.) **A demonstration of this will be required if selected as a Finalist, regardless of whether or not there is a formal interview.**

Functionality

- A. Service Request/Complaint Management
- B. Work Order Management
- C. Operation and Maintenance (“O&M”) Cost per Asset
- D. Scheduling of Work Orders and Preventative Maintenance

- E. Asset Inventory Management
- F. Parts/Materials/Chemical Inventory Management
- G. Verification/Validation of Asset Sizes and Materials
- H. Workflow Management
- I. Asset Inspection Reports, including
- J. Verification/Validation of Asset Sizes and Materials
- K. Asset Condition at Time of O&M or Inspection Activity
- L. ESRI GIS Integration and ESRI Partner Network ("EPN")
- M. Integration with Accounting Program using an open Application Programming Interface (API's). Accounting software to be determined.
- N. Integration with CCTV/Manhole Inspection Software
- O. Supports multiple individual users and has ability to expand
- P. Risk Management Module (if available)
- Q. Public interface/complaint input and tracking (if available)

ESRI Integration

OJRSA's authoritative GIS platform is ArcGIS Online ("AGOL"). Data is accessible via an interactive web application depicting all OJRSA sewer assets, as well as land base data. The application is comprised of AGOL hosted layers and map services published to the OJRSA AGOL organization.

The CMMS should fully integrate with ArcGIS to allow live (real time) updates to work orders and service requests and provide a means of dashboard reporting. Edits to GIS on ESRI products must be a live connection across all platforms and reflect changes immediately for preconfigured triggers that enable notifications for assigned tasks to be completed. **The Offeror must be an ESRI Business Partner Member and maintain at least this level for the duration of service with OJRSA. Proof of ESRI Partnership Network is required.**

Asset and Work Management

The software must utilize Windows Workflow Foundation, allowing users to build and deploy custom processes for spatial and non-spatial assets. System must consume ESRI server-published services as rest end points for interactive maps and work order tracking; must be able to customize menus and modify user interface to accommodate specific users without changing application code; and must support on-premises deployment and implementation.

Costs

Vendors should respond with typical costs for similar implementations. Typical costs should be broken down for software procurement, implementation, maintenance and support, annual contract fees, and other system and business costs (e.g., hardware, application software licenses (initial and on-going), third party licenses, etc.).

Deliverables

Within a mutually approved timeframe negotiated during the final selection process with the preferred Offeror, the OJRSA should receive:

- A. Installation and setup of a cloud-based, user-friendly, and cohesive system with open architecture that is multi-functional, flexible, robust, and will integrate with ESRI and financial systems that will increase efficiency, support informed decisions, and support the OJRSA's asset management needs as demands and needs become more complex and costlier. (Financial/accounting system to be determined and may be selected in conjunction with or soon following this solicitation.)
- B. A system that will effectively work with very few operational issues on a variety of platforms, including Windows-based workstations, iOS devices, and other common workstations and mobile systems.
- C. Sufficient and appropriate in-person education and end-user training of OJRSA staff and its partners that may utilize the system, such as IT and engineering consultants.
- D. A detailed user's guide that includes both generic and implementation-specific procedures.

- E. At no additional cost, there shall be expedited technical support options, to include email, phone, live chat, and remote assistance for the first six (6) months¹ with assistance provided within two (2) hours of informing Vendor of questions or issues. After six (6) months, the technical assistance response times shall be by the end of the following Business Day. An online knowledge base is highly desirable. After initial six (6) month technical support period, Owner shall also have an option to pay for expedited service as stated within this paragraph.

Pre-Submittal Conference

A pre-submittal conference is not scheduled for this project.

Deadline for Inquires and Addenda

Any questions regarding this RFP should be submitted by way of email to info@ojrsa.org no later than the date and time listed on the coversheet of this solicitation. Inquiries must include "Inquiry regarding OJRSA Project #2026-01" in the email subject line when submitting a question. Responses will be provided via email to all Offerors who have provided their addresses to OJRSA as well as posed on the OJRSA website with the appropriate project listing (www.ojrsa.org/opportunities). It is the responsibility of all interested Offerors to periodically check the website for answers to inquiries and/or addenda.

Any representations made over the phone or in verbal conversations are non-binding.

Firms are expected to examine the RFP thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk.

Hours of Service

Work is to be performed during the normal business hours as posted on the door at the OJRSA Operations and Administration Building, 623 Return Church Road, Seneca, South Carolina. Any work to be performed outside of these hours must be provided in writing, which can include electronic format (e.g., email), by the Executive Director and/or his/her designee.

Safety and Security

IT IS NECESSARY FOR INTERESTED PARTIES TO UNDERSTAND THAT THE SAFETY OF THE PUBLIC, OJRSA EMPLOYEES, AND ALL CONTRACTORS IS OF UTMOST IMPORTANCE! The selected Vendor shall have experience in overseeing projects with an emphasis on safety and security, including their own. This shall also apply to cybersecurity and safety as applicable to this project.

Transportation and Equipment

The Vendor shall furnish all vehicles and equipment necessary to perform the tasks listed in this RFP. There is to be no mileage or hourly rate surcharge imposed on the OJRSA and the cost of the vehicles and equipment is to be included in the submittal.

Project Start Details

Vendor will be able to begin work upon receiving a Notice to Proceed from OJRSA.

Submittal Requirements and Statement of Qualifications

Interested, qualified Firms are requested to submit a Statement of Qualifications ("SOQ") per the selection criteria/guidelines provided in this RFP. To be considered, provide the information in the following format:

¹ Six (6) month period begins following the acceptance of the CMMS by the Owner.

The submittal requirements are as follows:

- A. In the General SOQ, Offerors must be able to demonstrate that their qualifications meet the following minimum criteria set forth below. Submittals that do not clearly outline responses to each criterion may be eliminated from further consideration. All submittals shall be presented as outlined below and should address the areas specified.
- B. The submittal shall be in the order outlined below, and any deviation from this requirement could result in the rejection of the entire response package.
- C. OJRSA reserves the right to retain all submittals and use any idea(s) from any Offerors, regardless of whether that potential Vendor is selected. OJRSA shall reserve the option to reject any or all submittals, in whole or part, or to choose any Offeror to complete the described work. Award of Contract will be based on quality, references, and other subjective criteria as the OJRSA may deem necessary and as OJRSA may determine at its sole discretion. The Offeror expressly understands that OJRSA may reject the submittal for any reason without liability on the part of OJRSA to the Offeror.
- D. Double-sided printing is required except on sheets that exceed 8½ inches by 11 inches, which can be printed either single- or double-sided.

Introduction (Transmittal Letter)

MAXIMUM PAGE LIMIT: One (1) page

This section shall contain a cover letter signed by an authorized representative of the Offeror. This letter shall include a brief statement of the Offeror's understanding of the scope of work to be performed and any other information the Firm feels appropriate.

Table of Contents

MAXIMUM PAGE LIMIT: Not applicable

A Table of Contents may be included after the transmittal letter.

General Information

MAXIMUM PAGE LIMIT: Two (2) pages

- A. Provide the Offeror's official name, including Federal ID Number, address, and phone number(s).
- B. Office location(s) from which services will be provided.
- C. History of the company, including years in business providing services and products similar to those requested by OJRSA.
- D. Business structure (sole proprietorship, partnership, corporation, etc.).
- E. Total number of staff as a whole and number of support staff with the company.

Firm Experiences and Qualifications

MAXIMUM PAGE LIMIT: Three (3) pages

- A. The Offeror's knowledge and related experience specific to this RFP that will be available to support OJRSA. This should include a summary written in non-technical language to summarize the overall capacity and your proposed CMMS.
- B. Identify the ESRI Business Partner level and confirm ESRI Partnership Network.
- C. State the number of clients currently using the proposed software.
- D. Demonstration by the Offeror to meet time and budget requirements of other clients.
- E. Recent, current, and projected company workload.
- F. Confirmation that the Offeror can perform all aspects of the types of projects listed using the Offeror's personnel.
- G. List and results for services similar to those listed within this RFP for at least six (6) projects that were completed during the last three (3) years, preferably for a wastewater facility with a conveyance system and treatment plant. Include all such projects completed within 150 mile radius of Greenville, South Carolina, if any. List the agency/company name and address of each project as well as the project manager's name, phone number, and email address. OJRSA may use these contacts as references.

Schedule and Deadlines

MAXIMUM PAGE LIMIT: Two (2) pages

- A. Include information related to the Offeror's ability to meet schedules and deadlines for current and previous clients.
- B. Using OJRSA information provided within this RFP and assuming a typical implementation of CMMS for conditions noted, provide a list of milestones and timeline, including estimated dates, for each task.
- C. Include the capability to complete projects without having any cost escalation or time overruns.

Project Approach

MAXIMUM PAGE LIMIT: Two (2) pages

- A. Discuss the approach you will use to provide the services as stated within this RFP.
- B. Note any temporary challenges or issues OJRSA staff will incur during the project, including the phase(s) in which these may be experienced. If you have a plan for minimizing these impacts, then please include specifics about your strategy to reduce such challenges.
- C. Include a project implementation plan describing customer responsibilities and vendor responsibilities.

Project Team and Resources

MAXIMUM PAGE LIMIT: Two (2) pages

- A. Describe the project team for those who will be responsible for all key tasks throughout the project. Include an organizational chart for the proposed project team with names, titles, and office location(s).
- B. Brief résumé specific to this solicitation (full résumés for the project manager and key staff are to be included in the appendix).
- C. Location of support staff (e.g., all located in United States, some in U.S. and others international, all international, etc.). If international, then include the country where the staff are located.
- D. Proposed subcontractors/subconsultants and their roles.
- E. Experience (type of projects, specific project involvement).
- F. Any licenses, certifications, and/or accreditations your Firm holds that would be relevant to this solicitation.
- G. *In the event of any changes to the proposed Project Team, each Firm must specify and clearly note these changes during the evaluation phase.*

Training

MAXIMUM PAGE LIMIT: Two (2) pages

- A. Proposals must include all on-site training of end user and support personnel required for the implementation and use of the application and any proposed new systems software.
- B. Describe the training that will be provided as part of the initial set-up as well as other a la carte training offerings.
- C. Identify a breakdown of necessary core training that is estimated will be needed for the applications as described in the RFP and include the hours for each module.

Costs

MAXIMUM PAGE LIMIT: Two (2) pages

- A. The vendor must itemize all charges for software installation, on-site training, conversion, software customization, maintenance, licenses, application programs, and any other cost associated with the acquisition of the system.
- B. If the proposed solutions are modular in nature, please provide typical costs for each module offered. Describe any suggestions for opportunities to reduce costs for this project. Provide annual costs after implementation.
- C. Please provide in the appendix of the SOQ a detailed cost breakdown on the form included in ATTACHMENT C of this RFP. **NOTE: Costs shall include all travel and related expenses.** Include the following if applicable:
 - 1. Initial Setup and Training Costs
 - (a) Initial Implementation Service Fees
 - (b) Customization Fees, Including Integration (if varies, then provide how these are determined on another page)
 - (c) SCADA Integration Fees (OJRSA currently uses Mission Communications LLC)
 - (d) Initial Recommended Parts Inventory, if any
 - (e) Initial Training Costs
 - (f) List of Other System Startup Costs

2. Reoccurring Costs
 - (a) Annual Licensing Fees
 - (b) Annual Maintenance Fees (indicate if these are mandatory or optional)
 - (c) Annual Service Fees (indicate if these are mandatory or optional)
 - (d) Third-Party License Fees
 - (e) List of Other Reoccurring Costs
3. Other Optional Costs
 - (a) "A la Carte" Training Options (for any training that follows initial training; if it varies based on type of training, then include on another sheet)
 - (b) List of Other Optional Costs

Appendices

MAXIMUM PAGE LIMIT: Not applicable

OFFERORS SHALL INCLUDE THE FOLLOWING IN THE APPENDICES UNLESS OTHERWISE NOTED AS OPTIONAL WITHIN THE RFP:

- A. Completed photocopy of signed Solicitation Compliance and Conditions Certification form as listed as ATTACHMENT A of this RFP. (Include the original signed copy with the submittal packet.)
- B. Completed Functionality Matrix form as included in ATTACHMENT B of this RFP.
- C. Completed Proposal Price Summary form included in ATTACHMENT C of this RFP.
- D. Provide:
 1. Proof of ESRI Partnership Network
 2. Sample software license agreement (shall be referred to as a Standard Master Services Agreement as noted in the PROCUREMENT METHOD OF SELECTION for sake of this RFP)
 3. Maintenance agreement
 4. Warranty terms and license fee
 5. Upgrade procedures
 6. Support requirements, and
 7. Typical service level agreement timelines
- E. Résumés – Full résumé for the project manager and key staff.
- F. Financial Statement – Optional. This statement will be an audited report with comments not older than one (1) year. If the most current report has not been audited, the previous audited report with comment shall be provided. OJRSA requires financial information to adequately gauge the Firm's financial stability. If you would like the Financial Statement to remain confidential and not eligible to disclosure under the South Carolina Freedom of Information Act ("FOIA"), please mark this as "Confidential".

South Carolina Domicile Requirement

This project does not have a domicile requirement.

Local Vendor Preference for Services

Not applicable for professional services.

Selection Process

The OJRSA will accept submittals that include, at a minimum, the items identified in this RFP. The anticipated evaluation process is as follows:

- A. The OJRSA Executive Director shall appoint three (3) members to serve on the submittal review panel (the "Panel"). The Panel will evaluate all general statements of qualifications for completeness and demonstrated ability to meet the scope set forth in this RFP.
- B. The Panel may request additional information from one (1) or all applicants.

- C. In accordance with Procurement Policy Section 5.1.7, the Panel may, at its discretion, conduct interviews with no more than three (3) Offerors based on information submitted in the RFP. The purpose of the interview, if conducted, shall be to gain additional information to adequately evaluate the proposals submitted as identified in the Evaluation Criteria. OJRSA shall not be responsible for any costs associated with interviews of Offerors or demonstrations.
- D. If necessary per the Procurement Policy, the Panel shall recommend one (1) Vendor to the OJRSA Board of Commissioners for approval to enter into contract negotiations with OJRSA. This approval is non-binding and is contingent upon agreement on factors including, but not limited to, cost.
- E. The selected Vendor will be invited to enter contract negotiations with OJRSA. A SSA for professional services, along with any other necessary and appropriate agreements for the procurement of goods and services provided for in this solicitation, will be negotiated with the selected Vendor. Should OJRSA and the selected Vendor not reach an agreement, OJRSA reserves the right, at its sole discretion, to release that Vendor and move to the next qualified Vendor and proceed with negotiations.
- F. Written notification of the selected Vendor will be sent to all Offerors that submitted qualification statements.
- G. The OJRSA will enter into agreement(s) as soon as possible as allowed by applicable procurement policies and the project shall begin upon the date of a completed agreement and will expire on the date and time listed on the coversheet of this RFP (see Project Completion Date).

Evaluation Criteria

Evaluation of SOQs will be based on the following considerations, with the overall assessment based on qualifications, experience, and success:

Evaluation Criteria	Weight	Description
Functional Fit	50%	Consideration given to the capability of the Offeror to satisfy the requirements as stated within this RFP, which includes the required completion and submittal of the attachments. The Offeror's ability to provide a solution that can be modified as the system grows.
Implementation Plan	20%	Consideration based on the Offeror's implementation proposed plan, schedule, and training to integrate the CMMS with the OJRSA and provide a final product in a timely manner.
Vendor Profile	20%	Consideration will be based on the Offeror's types of customers currently served, the general number utilities served, the range of customers/population served, experience with projects of similar size in similar water/wastewater utility providers, company stability, product history, and proposed project team.
Cost	10%	Consideration given to the initial, reoccurring, and other costs for performing CMMS expectations as stated in the RFP.
Total	100%	

Terms and Other Information

- A. All aspects of this solicitation shall be governed by the Procurement Policy and/or other applicable policies as adopted by the OJRSA Board of Commissioners.
- B. A Standard Services Agreement for professional services will be utilized when entering into a contract with the selected Vendor for CMMS services. OJRSA reserves the right to amend such SSA as mutually agreed upon by the parties.
- C. Response amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
- D. Respondent to attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.

- E. If specifications or descriptive papers are submitted with the response, enter respondents name thereon.

Information Handling

Respondents shall understand that certain information contained in the SOQs are subject to public release in accordance with FOIA requirements. All proprietary and/or confidential information provided must be clearly marked as "Proprietary" or "Confidential"; however, simply marking any or all such information does not necessarily protect from being a public document if doing so violates South Carolina law. There may be cases where OJRSA must decide if information designated as protected is indeed confidential. In such cases, OJRSA counsel specializing in the state's FOIA shall make final determination as to whether the documents meet the requirements to remain confidential or if they are subject to release.

No-Fault Delays and Force Majeure

Any unforeseen circumstances will require consultation with the OJRSA Board of Commissioners and Executive Director to determine if the schedule will not be met. A request to extend the completion date will be required by written notice to both the Board Chair and Executive Director as soon as the Firm becomes aware the schedule will not be met due to such circumstances. If an extension is to be approved by the Board, then it shall be addressed by a contract change order.

Insurance and Bonding

Offeror agrees to maintain and keep in force during the life of this project, with a company or companies authorized to do business in South Carolina, General Liability Insurance in the amount of one-million dollars (\$1,000,000). Proof of workers' compensation insurance will be as required by South Carolina state law. Certificates for such policies shall be provided by the Offeror's insurance agent or broker to OJRSA within ten (10) Business Days from the date of award. Contractor will provide OJRSA a minimum of thirty (30) calendar days advance notice in the event of the insurance policies or insurance policy is canceled. Subcontractors, if approved by OJRSA to perform work on this project, are subject to all the requirements as stated in this RFP.

Background Check

OJRSA reserves the right to conduct a background inquiry of each Offeror, which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories, and reputation in the business community. By submitting qualifications to the OJRSA, the Offeror consents to such an inquiry and agrees to make available to the OJRSA such books and records as the OJRSA deems necessary to conduct the inquiry.

Determination of Responsibility

The OJRSA may make such investigation as it deems necessary to determine the ability of an Offeror to provide full performance as outlined in the RFP. The Offeror will furnish to the OJRSA all such information and data for this purpose upon request. The OJRSA reserves the right to reject any Offeror if the evidence submitted by or investigation of such Firm fails to satisfy the OJRSA that such the Firm is properly qualified to conduct the obligations as stated herein.

Additional Rights Reserved by OJRSA

Along with others mentioned within this RFP, the OJRSA reserves the right to:

- A. Make such investigation as it deems necessary to determine the ability of a Vendor to provide full performance as outlined in their SOQ. The Offeror will furnish OJRSA with all such information and data for this purpose as OJRSA may request. OJRSA reserves the right to reject any Vendor if the evidence submitted by or investigation of such Applicant fails to satisfy the OJRSA that such applicant is properly qualified to carry out the obligations of a contract.
- B. Reserves the right to amend its evaluation criteria at any time during the process.
- C. In its sole discretion, may utilize an independent review member or team. A review and evaluation of the responses contained in the previous section will serve as a basis of selection of the Vendor judged best suited to meet OJRSA's goals for the scope and ask them to submit more detailed information.

- D. Reserves the right to reject any or all SOQs; to waive any informality or irregularity not affected by law; and to evaluate, in its absolute discretion, the SOQs submitted. OJRSA may interview Offerors as part of this selection process. SOQs should be complete as initially submitted.
- E. Reserves the right to amend the selected Offeror's scope to include further professional services as needed.
- F. Reduce or modify the project in scale or scope in order to meet budget requirements.

Submittal Requirements

- A. Submittals must be received by the OJRSA no later than the date and time listed on the RFP coversheet. It is the Offeror's responsibility to verify the receipt of the submittal. Late submittals or bids not expressly allowed by *OJRSA Procurement and Property Disposal Policy* shall not be considered.
- B. The Submittal packet should include:
 - 1. One (1) scan-ready original, three (3) bound copies, and one (1) electronic version in PDF format on a flash drive of the proposal in a sealed package marked "Project #2026-01 Procurement and Implementation of a CMMS Solution RFP"; and
 - 2. Completion of ATTACHMENT A – SOLICITATION COMPLIANCE AND CONDITIONS CERTIFICATION, **including original signature**.
- C. Offerors shall include all costs to cover all requirements as stated in this RFP in their price submittal.
- D. All submittals must be complete. It is the Offeror's responsibility to check for errors and completeness prior to submittal. Submittals that do not include ATTACHMENT A (with original "wet" signature), ATTACHMENT B, and ATTACHMENT C and/or addenda shall be considered incomplete and will not be considered by OJRSA.
- E. The submittal should not exceed the individual page count limits as stated within the SUBMITTAL REQUIREMENTS AND STATEMENT OF QUALIFICATIONS section of this RFP (not including table of contents and other items that are to be located in the appendices). Double-sided printing for hardcopies is required unless otherwise noted within this solicitation. The pages shall be 8½-inches by 11-inches except for charts, tables, photos, maps, and exhibits which may be submitted on pages not exceeding 11-inches by 17-inches, folded to 8½ inches by 11 inches.
- F. The submittal package appendices shall include items as stated in this RFP. Those not included in the overall page count; however, key staff résumés should attempt to limit to three (3) pages per staff member.
- G. SOQ and other items must be in a sealed envelope or box with "Submittal for OJRSA Project #2026-01" clearly stated on packaging. The **sealed proposal** shall be submitted in accordance with this solicitation by hand or courier service (e.g., US Mail, FedEx, UPS, etc.) to:

OJRSA Project #2026-01 RFP
ATTN: Procurement Officer
623 Return Church Road
Seneca, South Carolina 29631

Attachment A – Solicitation Compliance and Conditions Certification

In compliance with solicitation Project # Project #2026-01 Procurement and Implementation of a Computerized Maintenance Management System (CMMS) Solution RFP and subject to all conditions thereof, the undersigned offers and agrees to, if this response is accepted.

Submitting Company/Firm Name: _____

Address: _____ Phone: _____

Email: _____

Acknowledgement of documents provided by OJRSA via fileshare and/or website: _____
*Not applicable with initial solicitation.
If provided after, then it will be done by addendum.*

Below Addenda, if applicable, is hereby acknowledged by my signature beside each.

IF ANY ADDENDA WERE ISSUED, THEN EACH LINE MUST BE SIGNED DENOTING THAT EACH WAS RECEIVED.

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

By my signature below, I confirm that I have read and understand all information contained in the OJRSA Project #2026-01 Procurement and Implementation of a Computerized Maintenance Management System (CMMS) Solution RFP, including all Attachments and Addenda. I also confirm this is submitted on behalf of my employer/company and that I am authorized to sign on the company's behalf.

Signature: _____ Date: _____

Name (Print): _____

Title: _____

Attachment B – Functionality Matrix

Enter appropriate information in the tables below. If you prefer, use this as a template to create your own form or to reference attachments; however, be sure that all items are addressed.

General Organizational Information

Indicate the number of clients that provide wastewater conveyance and treatment that have a customer base between 5,000 and 20,000 in service connections.	
Is a disaster recovery plan in place for your organization? Address how your company handles data backup, cybersecurity, and your plan if you are affected by a cyberattack.	
Does the software provide easy access to the data for reporting and query generation without the need for a programming specialist? Is software proprietary?	
Does the software provide solutions for user-friendly mobile technology for field crews, integrating mobile devices for Apple and Android products?	
Does the software provide spatial capabilities through industry-standard GIS to augment Operations Management activities, including integration with existing geodatabases and referencing systems?	

Key Areas of Required Functionality[†]

Circle “Supported” or “Non-supported” for each

GIS-Based Asset and Work Management	SUPPORTED	NON-SUPPORTED
Service Request Management	SUPPORTED	NON-SUPPORTED
Work Order Management	SUPPORTED	NON-SUPPORTED
Preventative Maintenance Program	SUPPORTED	NON-SUPPORTED
Customer Complaint Documentation and Tracking	SUPPORTED	NON-SUPPORTED
Asset Inventory Management	SUPPORTED	NON-SUPPORTED
ArcGIS Enterprise Portal Integration & Reporting	SUPPORTED	NON-SUPPORTED
Report Generating Capabilities	SUPPORTED	NON-SUPPORTED

[†] Application Programming Interface (API) - Open Architecture Required

Technology and GIS Functionality

Does your software provide an integrated GIS map viewer through the entire application? If so, indicate platform.	
List single sign-on technologies supported (e.g. MS Active Directory, LDAP, etc.).	
Does the system have the ability for multi-factor authentication?	
Describe the degree of integration with ESRI products.	
How does the solution integrate with ArcGIS Enterprise Portal and ArcGIS SDE Server?	
Please describe your customer support model.	
Are new features included in the initial pricing or will they cost extra?	
What is your QA and beta process?	
What is the release cycle for updates and fixes?	

How many of your customers needed customizations to meet their requirements and what are the most common customizations?	
How often is maintenance performed? How are customers notified?	
What are your support Service Level Agreements (SLAs) for all tiers of service?	
How is user support offered?	
Listing as a percentage, what was your average uptime during the past 12 months?	
Does the software track who and when system changes are made? Can you retrieve archived data/info?	
What is your licensing model? Are there set limits to the amount of assets and/or the size and complexity of asset data?	
How are user fees generated? Explain how additional seats are added, including the associated costs.	
Can this documentation be augmented with OJRSA specific procedures? If there is additional cost to do so, please specify.	

<p>Indicate integration with the following. <u>List systems that are proven compatible with your CMMS with no or minimal integration efforts.</u></p> <ul style="list-style-type: none"> • Accounting/financial systems • SL-RAT • CCTV • SCADA • Other Platforms <p>Please identify what integrations are part of core installation and which are custom. Indicate potential cost of custom integrations.</p>	
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Asset Management

<p>Does the system have the ability to create service requests both in an office environment and remotely? What about with mobile apps?</p>	
<p>Does the system support associating service requests with work orders?</p>	
<p>Does the system include management tracking/reporting of service requests and work orders using dashboards?</p>	
<p>Does the system support the ability to conduct routine detailed inspection of inventory components?</p>	
<p>Does the system support the ability to recognize and identify high risk areas in a wastewater conveyance system?</p>	
<p>Does the system provide the ability to create work orders from a service request? Or to support if a service request came from an accounting/financial program?</p>	
<p>Does the system support the ability to assign work orders to an outside contractor?</p>	

Does the system support tracking and updating work order status of an outside contractor?	
Does the system provide the ability to track asset activities and history for unlimited years (e.g. repairs, replacement, maintenance, upgrades, retirement, abandon-in-place, etc.)?	
Does the system provide the ability to group assets within a category and area in GIS format to help schedule and coordinate preventive maintenance activities for the wastewater collection system?	
Does the system support preventive maintenance including scheduling proactive asset inventory, procedure checklists or attachments, etc.?	
Does the system provide the ability to allow for customer visibility of service request status and resolution in a "read only" format?	
Does the system support escalation workflow approval processes for emergency and priority requests?	
Does the system support generating work orders without association with specific assets?	
Can the system track CCTV and cleaning areas? Will it allow the user to add a link to the CCTV videos?	
Explain the costs to enhance the CMMS when infrastructure assets are added.	

Does the software allow asset tracking for specific assets, including the ability to track attributes, work and maintenance history, cost and time of maintaining the asset, and asset lifecycle management?	
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Attachment C – Proposal Price Summary

Complete the information below and submit to OJRSA in accordance with proper sections of RFP. Include additional sheets as necessary.

Initial Setup and Training Costs

Item	Costs (U.S. Dollars, \$)
Initial Implementation Service Fees	
Customization Fees, Including Integration (if varies, then provide how these are determined on another page)	
Initial Recommended Parts Inventory (if any)	
Initial Training Costs	
Other System Startup Cost (list):	
Other System Startup Cost (list):	
<u>First Year Total:</u>	

Reoccurring Costs

Item	Costs (U.S. Dollars, \$)
Annual Licensing Fees	
Annual Maintenance Fees (indicate if these are mandatory or optional)	
Annual Service Fees (indicate if these are mandatory or optional)	
Third-Party License Fees	
Other Reoccurring Cost (list):	
Other Reoccurring Cost (list):	
<u>Reoccurring Costs Total:</u>	

Other Optional Costs

Item	Costs (U.S. Dollars, \$)
"A la Carte" Training Options (for any training that follows initial training; if it varies based on type of training, then include on another sheet)	
SCADA Integration Fees (OJRSA currently uses Mission Communications LLC)	
If system offers a risk management module, then include typical cost range for module and integration/implementation	
Other Optional Cost (list):	
Other Optional Cost (list):	
Other Optional Cost (list):	
Other Optional Cost (list):	

Attachment D – OJRSA Standard Services Agreement Template

See general language in agreement beginning on the following page. SSA to be modified as appropriate based on Firm selected and upon recommendations by OJRSA legal counsel.

OJRSA STANDARD SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is dated as of the _____ day of _____ in the year _____ by and between OCONEE JOINT REGIONAL SEWER AUTHORITY, a political subdivision located at 623 Return Church Road, Seneca, South Carolina 29678 (hereinafter "OJRSA") and _____, a <<list as appropriate: corporation, limited liability corporation, etc.>>, having its principal place of business at _____ (hereinafter called "CONSULTANT").

RECITALS

WHEREAS, OJRSA desires to have certain services performed; and

WHEREAS, OJRSA has selected the Consultant to perform such services pursuant to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

AGREEMENT

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In addition, the Consultant shall perform such additional work as is assigned by OJRSA. This Agreement does not obligate OJRSA to assign any specific additional work or any additional work to the Consultant. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from OJRSA if the scope or schedule is to be modified in any way.

2. Compensation.

OJRSA shall pay the Consultant for services rendered according to the rates and methods set forth below.

☐ **Lump Sum.** Compensation for these services set forth in Exhibit A shall be a Lump Sum of \$_____.

☐ **Time and Materials Not to Exceed:** Compensation for these services shall not exceed \$_____ without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

☐ **Time and Materials:** Compensation for these services shall be based on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

☐ **Other:** _____

3. Payment.

A. The Consultant shall maintain time and expense records and provide them to OJRSA monthly after services have been performed, along with monthly invoices in a format acceptable to OJRSA for work performed to the date of the invoice.

B. All invoices shall be paid by OJRSA warrant within thirty (30) days of receipt of a proper invoice. If OJRSA objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by OJRSA representatives for three (3) years after final payment unless a longer period is required by a third -party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. OJRSA may withhold payment for such work until the work meets the requirements of the Agreement. OJRSA shall pay the Consultant for services rendered within ten (10) days after OJRSA approval. However, if OJRSA objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

E. OJRSA reserves the right to direct the Consultant's compensated services before reaching the maximum amount of this Agreement.

4. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing on [REDACTED], and ending [REDACTED], unless sooner terminated under the provisions of this Agreement. OJRSA reserves the right to offer two (2) one-year extensions prior to expiration of the Agreement to retain the Consultant's services.

B. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If delays beyond the Consultant's reasonable control occur, the Parties will negotiate in good faith to determine whether an extension is appropriate.

C. The Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

5. Standard of Care.

The Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

6. Ownership and Use of Documents.

Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to OJRSA, shall be the property of OJRSA whether the project for which they were created is executed or not.

7. Independent Contractor.

In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent contractor of OJRSA, and not as officers or employees of OJRSA. Consultant acknowledges and agrees that OJRSA has no obligation to pay or withhold state or federal taxes

or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

8. Indemnification.

Consultant shall defend, indemnify, and hold OJRSA, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of OJRSA.

9. Insurance.

A. Consultant is responsible for and must have all required insurance listed below and shall not commence work under the Agreement until it has obtained all the insurance required, and OJRSA has approved such insurance in writing, nor shall the Consultant allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

B. OJRSA SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance, except Worker's Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the Consultant shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to OJRSA. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

C. Certificates for all such policies of insurance shall be provided by the Consultant's insurance agent or broker to OJRSA within ten (10) working days from the date of Notice of Award.

D. All Certificates of Insurance submitted shall provide on the face of the certificate reference to the RF(P or Q) Project # .

E. Consultant will provide OJRSA a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

F. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

G. Consultant agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

1. Comprehensive General Liability:
 - a. \$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.
2. Automobile Liability:
 - a. \$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

3. Statutory Worker's Compensation:

- a. Coverage A - State of SC
- b. Coverage B - Employers liability
 - i. \$1,000,000 Each Accident
 - ii. \$1,000,000 Disease, Per Employee
 - iii. \$1,000,000 Disease, Policy Limit
- c. Policies shall contain a waiver of subrogation in favor of and/or that applies to OJRSA of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the Consultant.

H. No deviation from these coverages will be accepted unless, in OJRSA's sole discretion, it is more advantageous to OJRSA, e.g., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

10. Record Keeping and Reporting.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by OJRSA to ensure proper accounting of all funds contributed by OJRSA to the performance of this Agreement.

11. OJRSA's Right of Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of OJRSA and shall be subject to OJRSA's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by OJRSA during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of OJRSA.

12. Work Performed at Consultant's Risk.

The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Termination.

A. Termination without cause. This Agreement may be terminated by OJRSA at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. Rights Upon Termination.

i. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to OJRSA, and the Consultant shall be entitled to just and compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, OJRSA may take over the work and prosecute the same to completion, by contract or otherwise.

ii. Default. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to OJRSA resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by OJRSA in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by OJRSA by reason of such default.

D. Suspension. OJRSA may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of OJRSA's written notice or such date as stated in OJRSA's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in the "Notices" Section herein.

F. Nothing in this Subsection shall prevent OJRSA from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

14. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other

significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a “**Force Majeure**”), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure.

15. Assignment or Subcontract.

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of OJRSA. Any assignment made without the prior approval of OJRSA is void.

16. Conflict of Interest.

The Consultant represents to OJRSA that it has no conflict of interest in performing any of the services set forth in Exhibit “A.” In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to OJRSA.

17. Confidentiality.

All information regarding OJRSA obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

18. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, OJRSA will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to OJRSA in the event that the terms of the provision are effectuated.

19. Entire Agreement.

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement

20. Non-waiver of Breach.

The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

21. Modification.

No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of OJRSA and the Consultant.

22. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

OJRSA:
OCONEE JOINT REGIONAL SEWER AUTHORITY

CONSULTANT:
CONSULTANT NAME HERE

Name: _____

Name (print): _____

Title: _____

Title: _____

Address: 623 Return Church Rd
Seneca, SC 29678

Address: _____

23. Resolution of Disputes; Governing Law; Venue.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the OJRSA Executive Director, who shall determine the term or provision's true intent or meaning. The OJRSA Executive Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between OJRSA and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Executive Director's determination in a reasonable time, or if the Consultant does not agree with the Executive Director's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Oconee County, South Carolina

C. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

D. OJRSA and the Consultant further agree that this Agreement shall be deemed to be made and performed in Oconee County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Oconee County, South Carolina.

24. Compliance with Laws.

The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

25. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

26. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon OJRSA and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, OJRSA and the Consultant have executed this Agreement as of the dates listed below.

OJRSA:
OCONEE JOINT REGIONAL SEWER AUTHORITY

CONSULTANT:
CONSULTANT NAME HERE

Signature: _____

Signature: _____

Name (print): _____

Name (print): _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

(Scope of Services to be Provided by Consultant)

The Consultant shall furnish services including but limited to the following outlined here.

SAMPLE

EXHIBIT "B"

(Rates for Services to be Provided by Consultant)

The Consultant shall furnish the services in accordance with the rates specified below.

SAMPLE