

OCONEE JOINT REGIONAL SEWER AUTHORITY

REQUEST FOR QUALIFICATIONS PROJECT #2026-03 ENGINEERING SERVICES INDEFINITE DELIVERY CONTRACT

October 10, 2025



BID SUBMITTAL DUE DATE/TIME: November 12, 2025 at 2:00 PM Local Time

Important Dates and Times

Pre-Submittal Conference <u>OPTIONAL</u>	October 21, 2025 at 2:00 pm Local Time Oconee Joint Regional Sewer Authority Coneross Creek Water Reclamation Facility 623 Return Church Road Seneca, South Carolina
Deadline for Inquiries	October 30, 2025 at 4:00 pm Local Time
Submittal Deadline	November 12, 2025 at 2:00 pm Local Time
Interviews (if necessary)	To be scheduled for the week of December 1, 2025
Award of Project (approximate)	Following January 2026 Board of Commissioners Meeting (date to be established by board later in 2025)
Project Start Date	To be determined by OJRSA in conjunction with selected Firm(s)
Project Completion Date	December 31, 2028
All Remaining Deliverables Due	Not applicable

REQUEST FOR QUALIFICATIONS

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Purpose and Project Information

The Oconee Joint Regional Sewer Authority (hereafter referred to as “Owner” or “OJRSA”) is soliciting Statements of Qualifications for engineering services within the OJRSA service area (generally Oconee County, South Carolina) for 2026 through 2028 (referred to as the “Term”) under the Indefinite Delivery Contract (“IDC”) program as permissible by the *OJRSA Procurement and Property Disposal Policy*.

The Owner shall select a minimum of one (1) and maximum of two (2) qualified engineering consultant(s) (hereafter collectively referred to as “Firm”) from those that submit proposals (“Offerors”) to provide civil and environmental engineering services, as well as work that supports such services (e.g., electrical and instrumental design), for the OJRSA water reclamation facility and wastewater conveyance system. Engineering services may include the following types of projects and assistance:

- Project budget development
- Engineering studies
- Designs of sewer conveyance systems (gravity, force main, and pumping stations)

- Evaluation and design of reuse water/utility water systems at the Coneross Creek Water Reclamation Facility (“WRF”)
- Evaluation and design of stormwater systems at the Coneross Creek WRF
- Evaluation of project delivery method for construction projects
- Construction administration
- Construction inspection and observation
- Modeling services
- GIS services
- Field data collection (e.g., collecting information for mapping via GPS equipment)
- Review and suggest amendments to the OJRSA Development Policy (can be seen at www.ojrsa.org/resources)
- Assist with compliance related matters
- Training of OJRSA staff to perform GIS development, inspection services, and other such tasks
- Additional professional engineering services associated with planning and designing wastewater systems that are applicable to OJRSA’s functions.

The OJRSA is a public organization established by Title 6 Chapter 25 of South Carolina Law (Joint Authority Water and Sewer Systems Act). The OJRSA 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 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. Current pump station flow rates range from approximately 100 gallons per minute (“GPM”) to 4,500 GPM. This system is subject to projects related to rehabilitation/replacement, expansion due to growth, or a combination of these during the Term.

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. Current pump station flow rates range from approximately 575 GPM to 2,000 GPM. This system is most likely to see expansion-related projects during the Term; however, Oconee County may elect to procure their own design consultant(s) for projects they may own.

Per the *OJRSA Procurement and Property Disposal Policy* (or “Procurement Policy”), Requests for Qualifications (“RFQ”) 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 an Indefinite Delivery Contract (Section 5.5.3) (“IDC”) and other sections as appropriate. OJRSA will select a minimum of one (1) and a maximum of two (2) qualified engineering consultants to complete projects based on needs of the agency as described within this solicitation. OJRSA intends to utilize a Standard Services Agreement for Professional Services (“SSA”) for contracts issued under the IDC Program (see Attachment C for contract template).

OJRSA may establish IDCs on an as-needed basis for engineering services. When contracts are awarded, each contract shall be limited to a maximum total cost of four (4) million dollars (\$4,000,000) for a three (3) year period with individual project costs not to exceed one million dollars (\$1,000,000).

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. 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.)
- C. CIP: Capital Improvement Plan
- D. e.g.: *Exempli Gratia*, Latin for “for example”
- E. etc.: *Et Cetera*, Latin for “and other things” (generally)
- F. Executive Director: Executive Director of the OJRSA
- G. Firm: An engineering consultant selected to perform the work stated in this RFQ. There may be more than one (1) Firm selected.
- H. Fiscal Year: As stated in the *OJRSA Financial & Accounting Policy*, which as of this advertisement is “...the period of twelve calendar months, beginning on July 1 of each year and ending on June 30 of the following year...”. This policy is subject to change by the Board of Commissioners.
- I. FOIA: South Carolina Freedom of Information Act
- J. GIS: Geographic Information System
- K. GPM: Gallons per Minute
- L. GPS: Global Positioning System
- M. IDC: Indefinite Delivery Contract
- N. Local Time: Common time observed in Seneca, South Carolina, regardless of Eastern Daylight Saving Time or Eastern Standard Time
- O. NASSCO: National Association of Sewer Service Companies
- P. O&M: Operations and Maintenance
- Q. Offeror: An engineering consultant that submits a Statement of Qualification in response to this RFQ.
- R. OJRSA: Oconee Joint Regional Sewer Authority
- S. OSHA: Can reference either the Occupational Safety and Health Administration departments of the United States or the State of South Carolina or other such agencies that perform safety and health related compliance and enforcement matters
- T. Owner: Oconee Joint Regional Sewer Authority (OJRSA)
- U. p.m.: *Post Meridiem*, Latin for “after noon”
- V. QA/QC: Quality Assurance/Quality Control
- W. RFQ: Request for Qualifications
- X. SCDES: South Carolina Department of Environmental Services
- Y. SOQ: Statement of Qualifications
- Z. SSA: Standard Services Agreement
- AA. SSES: Sanitary Sewer Evaluation Survey
- BB. Standard Services Agreement or Contract: An agreement between OJRSA and Firm as stated within the *OJRSA Procurement and Property Disposal Policy*. It is important to note that this Request for Qualifications shall be a supplemental document to any Agreement or Contract.
- CC. Subcontractor: As defined in *OJRSA Procurement and Property Disposal Policy*
- DD. Term: The length of this project is during calendar years 2026 through 2028
- EE. WRF: Water Reclamation Facility

Scope of Work

The scope of services includes, but is not limited, to the following items outlined below:

- A. Data Collection, Review, and/or Surveying – Property/deed searches, cadastral surveys, topographic surveys, and sanitary sewer evaluation surveys (“SSES”) using NASSCO or other OJRSA-approved methods¹.

¹ OJRSA may use selected Firm to perform SSES reviewing and scoring tasks or may use other party to review/score. If performed by company other than Firm, then they may perform reasonable QA/QC tasks.

- B. Preliminary and Feasibility Investigations and Reports – Collecting, interpreting, and reporting information; analyses of conditions; comparison of possible design alternatives; impact upon the environment, operating costs, and life-cycle costs; formulating conclusions; making recommendations and formulating a scope of design
- C. Design of Projects – Preliminary design, preliminary drawings, final design, outline of specifications, and preliminary opinions of probable construction cost.
- D. Cost Estimating and Budget Preparation Assistance – Budget cost estimates, engineer’s estimates prior to bid and change order estimates, assist OJRSA in development of applicable annual and multi-year capital improvement plan (“CIP”) and operations and maintenance (“O&M”) budgets.
- E. Final Design of Projects – Preparation of design drawings, specifications, and opinions of probable construction cost.
- F. Selection of Project Delivery Method for Construction Projects – Evaluating the best method to deliver projects, and implementing projects.
- G. Permitting – Assists OJRSA and working with other agencies to obtain all necessary permits, reviews, approvals, and conditions to begin construction projects.
- H. Bidding or Negotiating of Projects – Assists OJRSA with construction bidding or negotiating process.
- I. Construction Administration and/or Inspection Services – Assists with overseeing and managing the administrative aspects of a construction project, including tasks like scheduling, budget control, quality assurance, contract management, and communication. Selected Firm may also be requested to represent OJRSA during construction and observing projects that they may or may not have been involved with in the design of.
- J. Mapping and Modeling Service – Assistance with performing field condition assessment using GPS equipment, updating GIS maps, maintaining and calibrating a wastewater hydraulic model, and fulfilling downstream capacity requests.
- K. Grant Seeking and Project Funding – Firm actively monitors for various project funding opportunities, including financing and local, state, federal, and private grants. They will also be qualified to present the benefits and detriments of each potential funding method and make recommendations as to which will be the best for OJRSA on a project-by-project basis.
- L. Training – Teaching OJRSA staff how to efficiently and effectively perform basic tasks, such as performing field inspections on construction projects and developing or improving the organization’s GIS.
- M. Other Services – Reviews and makes recommendations for revisions and improvements to the *OJRSA Development Policy* (standard specifications and details) and other appropriate policies and protocols.

The selected Firm is to provide biweekly updates for ongoing projects in a manner agreed to by OJRSA. These may include updates by email, in-person meetings, virtual meetings, and/or conference calls.

Deliverables

Varies based on work to be performed. See Scope of Work for more information.

Pre-Submittal Conference

An optional Pre-Submittal Conference and site visit will be held on the date and time as listed on the coversheet of this RFQ at the Oconee Joint Regional Sewer Authority’s Coneross Creek Water Reclamation Facility located at 623 Return Church Road, Seneca, South Carolina. Representatives of the Owner will be present to discuss the request. All interested parties are encouraged to attend the conference. The failure to attend will not result in rejection of a submittal.

Deadline for Inquires and Addenda

Any questions regarding this RFQ 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 #2026-03” 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.

Offerors are expected to examine the RFQ 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

To be determined by selected Firm as necessary to meet deadlines for projects and tasks assigned by OJRSA.

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 Firm shall have experience in overseeing projects with an emphasis on safety and security, including their own.

Vehicles, Equipment, and Other Travel Provisions

- A. The Firm shall furnish all vehicles to be used for normal commuting purposes and equipment² necessary to perform the tasks listed in this RFQ. If specialty equipment is needed to perform a job, then the OJRSA shall purchase and own such equipment in accordance with applicable OJRSA policies (e.g., *Procurement and Property Disposal Policy*, etc.)
- B. 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.
- C. There is to be no billing to or reimbursement by OJRSA for hotels or per diem for services described herein.

Project Start Details

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

Submittal Requirements and Statement of Qualifications

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

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 within this solicitation. Submittals that do not clearly outline responses to each criterion may be eliminated from further consideration.
- B. All submittals shall be presented as outlined below and should address the specified areas of interest.
- C. The submittal shall be in the order outlined below, and any deviation from this requirement will result in the rejection of the entire response package.
- D. OJRSA reserves the right to retain all submittals and use any idea(s) from any Offeror, regardless of whether that consultant is awarded the project.
- E. OJRSA shall reserve the option to reject any or all submittals, in whole or part, or to choose any Firm 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 Firm expressly understands that OJRSA may reject the submittal for any reason without liability on the part of OJRSA to the Firm.
- F. Do not exceed the page limits as stated below. A page is considered to be one side of a double-sided sheet.
- G. Double-sided printing is required except on sheets that exceed 8½ inches by 11 inches, which can be printed either single- or double-sided.

² "equipment" to include items such as computers, software, navigation, surveying devices, drones, etc.

Introduction (Transmittal Letter)

PAGE LIMIT: One (1) page

This section shall contain a cover letter signed by an authorized representative of the Firm. This letter shall include a brief statement of the Offeror's understanding of the scope of work to be performed, a confirmation they Offeror meets the appropriate state licensing requirements to practice in the State of South Carolina, and any other appropriate information.

Table of Contents

PAGE LIMIT: Not applicable

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

General Information

PAGE LIMIT: Two (2) pages

- A. Provide the Offeror's official company name, including Federal ID Number, address, and phone number(s).
- B. Office location(s) from which services will be provided.
- C. History of the Firm, including years in business providing requested services. Include present ownership and key management individuals.
- D. Business structure (sole proprietorship, partnership, corporation, etc.).
- E. Total number of staff and current/future workloads of the Firm.

Firm Experiences and Qualifications

PAGE LIMIT: Five (5) pages.

- A. State the Offeror's knowledge and related experience specific to this RFQ available to support the OJRSA.
- B. Whether the Offeror can self-perform any or all aspects of the types of projects listed using the Offeror's personnel or if the company intends to utilize subcontractors/subconsultants for specialized work, such as electrical design. (Subcontractor/subconsultant detailed information to be included in the Project Team and Resources section, which is addressed on page 7 of this RFQ.)
- C. A qualified Offeror should demonstrate knowledge and experience and a thorough understanding of OJRSA, South Carolina Department of Environmental Services ("SCDES"), and other applicable agencies' regulations and requirements appropriate for performing functions stated within this RFQ.
- D. The Offeror should have a minimum of five (5) years of experience in engineering services related to wastewater construction and operations, including but not limited to:
 1. Gravity sewers
 2. Pump stations
 3. Force mains
 4. Water reclamation facilities/wastewater treatment facilities
 5. Environmental permitting (NPDES, construction, stormwater, etc.)
 6. Consent Order mitigation
 7. Project management
 8. SSES with NASSCO-certified scoring
 9. Rehabilitation
 10. Flow modeling
 11. Standard specifications and details review and development
- E. OJRSA is interested in your experience with planning, designing, permitting, and overseeing construction for the types of projects listed above.
- F. Please include the results for services similar to those listed within this RFQ for at least five (5) projects that were completed during the last three (3) years. For the projects submitted, at least three (3) must have occurred within a one hundred (100) mile radius of Greenville, South Carolina. Submittals should attempt to include at least one (1) of the following types of projects:
 1. Pump station and force main design for new facilities and/or the replacement or rehabilitating existing ones
 2. Wastewater conveyance system expansion
 3. Gravity sewer rehabilitation and replacement

The name and address of each project, its location, a contact person, their telephone number, and email address must be included. OJRSA may use these contacts as references.

- G. Please limit your response to projects of size, complexity, and type comparable to OJRSA's predominately trunk sewer system. Offerors should avoid using smaller projects that serve limited populations, such as subdivision pump stations, if possible.

Schedule and Deadlines

PAGE LIMIT: One (1) page

- A. Provide information related to the Firm's ability to meet schedules and deadlines, including your Firm's ability to ramp up and down to meet OJRSA Fiscal Year requirements.
- B. Include the capability to complete projects without having any cost escalation or time overruns.
- C. Indicate how your Firm manages cost and time from design through construction close-out.

Project Approach

PAGE LIMIT: Two (2) pages

- A. Discuss the approach your organization will provide the services stated in this RFQ.
- B. Provide any special techniques, strategies, and capabilities you have used or will use. Your understanding and approach to the types of projects included are very important.
- C. (Optional - Discuss any alternative project delivery methods your Firm has experience with that may be applicable for accomplishing a project.)

Project Team and Resources

PAGE LIMIT: Five (5) pages

- A. Describe the project team, including name and title of key members, and how long they have been with your organization.
- B. Include a description of the project team's proximity to the project sites and ability to provide timely responses to project needs. NOTE: Please include all labor rates and expenses as noted in Attachment B in the appendices section of submittal.
- C. The team should have key knowledge in performing work as described in this RFQ for a wastewater utility of similar size and/or complexity to OJRSA. Include an organizational chart for the proposed project team (including office location).
- D. Include a brief résumé for key staff specific to this solicitation in this section (full résumés for the project manager and key staff are to be included in the appendix).
- H. Proposed subcontractors/subconsultants and their roles. NOTE:
 - 1. If a subcontractor/subconsultant is to be used for specialized work then include all information for each as noted in the General Information section above.
 - 2. Examples include, but are not limited to, electrical design, GIS, structural, grant seeking, etc.
- E. List the experience for team members (e.g., type of projects, specific project involvement).
- F. List any licenses, certifications, and/or accreditations the company holds that would be relevant to this solicitation.
- G. **In the event of any changes to the proposed project team occur during the OJRSA's evaluation phase, then the Offeror must provide these changes to the OJRSA by email to info@ojrsa.org as soon as possible so the new team can be considered.**

Appendices

PAGE LIMIT: Not applicable

- A. Résumés – Full résumé for the project manager and key staff. Attempts should be made to limit key staff résumés to three (3) pages per member.
- B. Attachment B – Rate and Fee Schedule
- C. 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 upon solicitation completion under the Freedom of Information Act, please mark this as “Confidential.”

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 RFQ. 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 RFQ. At its discretion, the Panel may shortlist Offerors for interviews prior to making its recommendation for award.
- B. The Panel may request additional information from one (1) or more applicants.
- C. In accordance with 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 RFQ. 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. The Panel shall recommend one (1) or two (2) Offeror(s) to the OJRSA Board of Commissioners for approval to enter into contract negotiations with. This approval is non-binding and is contingent upon agreement on factors including, but not limited to, cost.
- E. The selected Offeror(s) will be invited to enter contract negotiations with OJRSA. A SSA will be negotiated with the selected consultant. Should OJRSA and the selected consultant not reach an agreement, OJRSA reserves the right, at its sole discretion, to release that consultant and move to the next qualified consultant and proceed with negotiations.
- F. Selected Offeror(s) must confirm the project team submitted has not changed prior to execution of a SSA.
- G. Written notification of the selected Firm(s) will be sent to all Offerors that submitted qualification statements.
- H. The OJRSA will enter into an agreement as soon as possible as allowed by applicable procurement policies and it shall begin upon the date of a completed OJRSA SSA and will expire on the date and time listed on the coversheet of this RFQ (see Project Completion Date).

Evaluation Criteria

Evaluation of Offerors submitting statements of qualification for engineering services will be based on the following considerations, with the overall assessment based on qualifications, experience, and success:

- | | |
|-----|---|
| 20% | Performance on past projects of similar nature of size/ complexity as those stated in this RFQ |
| 20% | Project team staff qualifications on similar projects as described in RFQ |
| 20% | Understanding and approach to the various types of projects listed |
| 15% | Ability to meet time and budget requirements |
| 15% | Proximity to OJRSA and familiarity with local conditions, applicable design standards, and governing regulation |
| 10% | Familiarity with OJRSA system and organization |

Fees will not be a factor when selecting a Firm; however, a fee structure for the Firm must be included in the Appendices.

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 SSA will be utilized when entering into a contract with the selected Offeror(s) for engineering 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 the South Carolina Freedom of Information Act ("FOIA"). 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 RFQ.

Other insurance and bonding coverages necessary for this project, if any, shall be as stated in the OJRSA Standard Services Agreement (Attachment C).

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 investigations as it deems necessary to determine the ability of an Offeror to provide full performance as outlined in the RFQ. The Offeror will furnish 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 company fails to satisfy the OJRSA that Offeror is properly qualified to fulfill the obligations as stated herein.

Additional Rights Reserved by OJRSA

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

- A. Use other companies to perform any services listed herein at its discretion.

- B. 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 Offeror(s) judged best suited to meet OJRSA's goals for the scope and ask them to submit more detailed information.
- D. 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. Amend the selected Firm'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 RFQ 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 #2026-03 IDC for Engineering Services RFQ"; and
 - 2. Completion of ATTACHMENT A (Solicitation Compliance and Conditions Certification), including original signature.
 - 3. Completion of Attachment B (Rate and Fee Schedule)
- C. 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 an original "wet" signature of Attachment A that acknowledges review of OJRSA Standard Services Agreement (Attachment C) and other attachments and/or addenda shall be considered incomplete and will not be considered by OJRSA.
- D. The submittal should not exceed the individual page count limits as stated within the SUBMITTAL REQUIREMENTS AND STATEMENT OF QUALIFICATIONS section of this RFQ (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. See the appropriate section(s) of this RFQ for more information.
- E. The submittal package appendices shall include items as stated in this RFQ. Appendices are not included in the overall page count.
- F. Bid must be in a sealed envelope or box with "Bid for OJRSA Project #2026-03" clearly stated on packaging.
- G. The **sealed proposal** shall be submitted in accordance with this solicitation to:
By hand, US Mail, or other such delivery method (e.g. UPS, FedEx, etc.)
OJRSA Project #2026-03 RFQ
ATTN: Procurement Officer
623 Return Church Road
Seneca, South Carolina 29631
- H. Offerors shall include all costs to cover all requirements as stated in this RFQ in their price submittal.

Attachment A – Solicitation Compliance and Conditions Certification

In compliance with solicitation Project #2026-03 IDC for Engineering Services RFQ 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 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 #2026-03 Engineering Services Indefinite Delivery Contract RFQ, 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 – Rate and Fee Schedule

Include in your submittal the rates and fees associated with the following labor and expenses. It is understood that all Firms have different titles for different roles but attempt to match your company's titles with those listed below. **IF YOUR FIRM DOES NOT HAVE A LABOR SERVICE AS LISTED BELOW, THEN INCLUDE THE APPROPRIATE COST RANGE FOR SUB-CONTRACTING THESE SERVICES ON AN AS-NEEDED BASIS.**

Labor (per hour)

General Title	Firm's Equivalent Title	Labor Cost Per Hour
Principal		
Senior Project Manager		
Project Manager		
Senior Project Engineer		
Civil Project Engineer		
Structural Project Engineer		
Electrical Project Engineer		
Senior Planner		
Planner		
Senior Designer/CAD Technician		
Designer/CAD Technician		
Senior GIS Analyst		
Modeling Analyst		
GIS Analyst		
GIS Technician		
Professional Land Surveyor		
Survey Field Team		
Senior Construction Inspector		
Construction Inspector		
Administrative Assistant		
Other: _____		
Other: _____		
Other: _____		
Other: _____		
Other: _____		

Expenses

General Item	Cost	Information Regarding Costs
Creation of Maps and Media		
Subcontractor Overhead Markup (if applicable)		
Travel: Mileage	As stated in VEHICLES, EQUIPMENT, AND OTHER TRAVEL PROVISIONS section, there is to be no billing this item	
Travel: Hotels and Per Diem	As stated in VEHICLES, EQUIPMENT, AND OTHER TRAVEL PROVISIONS section, there is to be no billing this item	
Travel: Other _____		
Travel: Other _____		
Other: _____		
Other: _____		

Attachment C – OJRSA Standard Services Agreement Template

See general language in agreement beginning on the following page. Standard Services Agreement for Professional Services 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 # [REDACTED].

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: _____