



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

PUBLIC NOTICE

Sealed proposals for the purchase of wholesale water for the Massie-Wayne Public Water System shall be received by the Warren County Water and Sewer Department, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio, 45036, until 4:30 p.m., June 2, 2017.

Proposal documents may be obtained by contacting Warren County Water and Sewer Department, 406 Justice Drive, Lebanon, Ohio 45036 at (513) 695-1377. Questions regarding the proposal should be directed to Chris Brausch, at (513) 695-1193 or email at chris.brausch@co.warren.oh.us.

Proposal documents may also be obtained on the Warren County Government internet site on the World Wide Web. The Warren County Government Web Site can be accessed by logging onto the internet and typing in the following address <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>. Please contact the Warren County Office of Management and Budget Financial Division at 513-695-1947 if you have trouble with this procedure or if you need additional information on accessing project information on our website.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk

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By order of the Board of County Commissioners, Warren County, Ohio.

WARREN COUNTY
WATER & SEWER DEPARTMENT

CHRIS G. BRAUSCH, P.E.
COUNTY SANITARY ENGINEER

PUBLIC NOTICE – REQUEST FOR PROPOSALS

**Purchase of Wholesale Water
For the Massie-Wayne Public Water System (OH8345912)**

April 11, 2017

The Warren County Board of Commissioners are soliciting proposals for the purchase of wholesale water to serve County customers located in the Massie-Wayne Public Water System (PWS) which includes the Village of Corwin, Village of Harveysburg, Ohio Department of Natural Resource facilities at the Caesar Creek Lake, and unincorporated areas of Wayne and Massie Townships. The Massie-Wayne PWS serves 551 customers and has an average water demand of approximately 113,000 gallons/day. **Figure 1** shows the average daily demand for the monthly billing periods over the past seven years.

Warren County currently serves the Massie-Wayne PWS from wholesale water purchased from the Village of Waynesville. The Village produces water from wells located along the Little Miami aquifer with a treatment process that consists of pumping, chlorination, and distribution.

The County's public water system contains one booster pump station, ground storage tank, and elevated storage tank. The master meter for the purchase of water is located near the intersection of State Route 42 and Corwin Road.

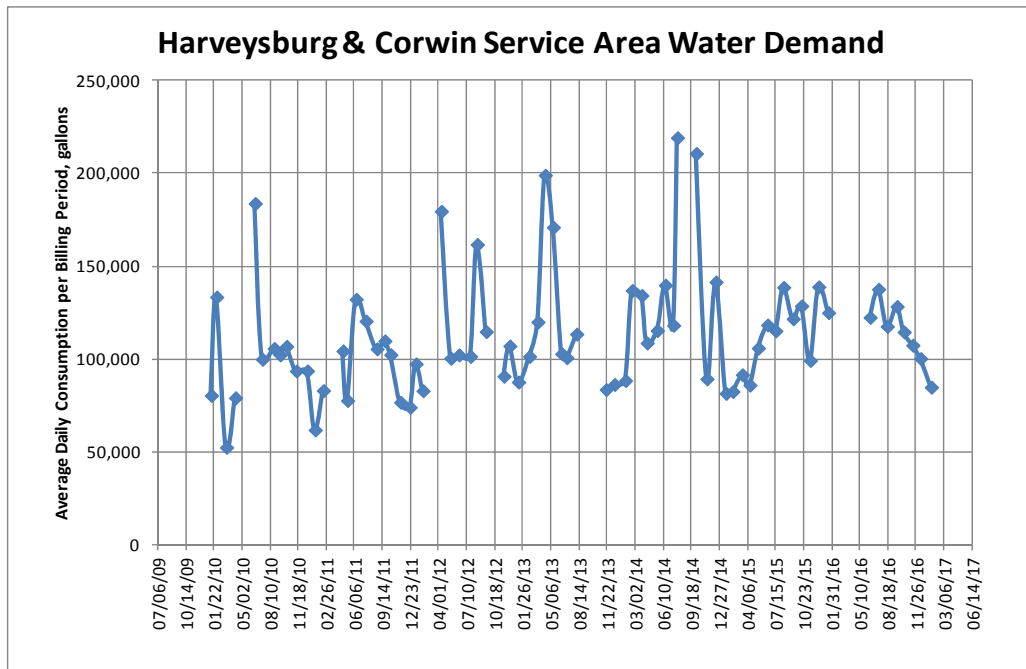


FIGURE 1 – Average Daily Demand

SCOPE OF WORK

The County requests proposals for the purchase of wholesale water the following purchase period and in the following quantities:

- 10 year contract period
- Anticipated average daily demand of 113,000 gallons/day
- Anticipated peak daily demand of 230,000 gallons/day

Purchased water shall meet or exceeds Ohio EPA regulatory standards and the following additional performance requirements:

- Minimum 50 psi water pressure at the connection point
- Minimum available chlorine concentration of seven-tens (0.7) milligram per liter free chlorine
- Maximum total chlorine concentration of 4.0 milligrams per liter.
- Maximum manganese concentration of 0.05 milligrams per liter.
- Maximum iron concentration of 0.3 milligrams per liter
- Maximum fluoride concentration of 1.3 milligrams per liter

SUBMITTAL INSTRUCTIONS

1. **Receipt of Proposals:** Sealed proposals for the purchase of wholesale water for the Massie-Wayne Public Water System shall be received by the Warren County Water and Sewer Department, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio, 45036, until 4:30 p.m., June 2, 2017. Proposals shall be made on the forms attached hereto, all blanks of which must be appropriately filled in. Envelopes containing the proposals must be sealed, addressed to Warren County Water and Sewer Department at 406 Justice Drive, Lebanon, Ohio 45036, and shall be clearly marked

PROPOSAL TO SUPPLY WHOLESALE WATER FOR THE MASSIE-WAYNE PUBLIC WATER SYSTEM, JUNE 2, 2017 @ 4:30 PM.

Any proposal may be withdrawn prior to the above scheduled submittal time or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered.

2. **Preparation of Proposals:** Each proposal must be submitted on the prescribed form and such documents as hereunder described. All blank spaces for pricing must be filled in, in ink or typewritten, in both words and figure, and the foregoing certifications must be fully completed and executed when submitted.
3. **Addenda and Interpretations:** Questions regarding the information contained in this Request for Proposal shall be submitted in writing and emailed to:

Chris Brausch, PE
County Sanitary Engineer
(513) 695-1193
chris.brausch@co.warren.oh.us

and to be given consideration must be received at least five days prior to the proposal submittal date. All such interpretations and any supplemental instructions will be in

the form of written addenda to the Request for Proposal, which if issued, will be posted on the Warren County Commissioner's website, no later than three days prior to the submittal date. Failure to receive any such addenda or interpretations shall not relieve the submitter from any obligations under their proposal as submitted.

4. **Qualifications:** The County may make such investigations as they deem necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the County all such information and data for the purpose as the County may request.
5. **Right to Rejection of Bids:** In accordance with ORC 307.862, Warren County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the Request for Proposals, including the terms and conditions of the Wholesale Water Agreement, attached below; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements contained in the request for proposals, and the terms and conditions of the Wholesale Water Agreement, attached below; or submits prices that Warren County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of Warren County.

In accordance with ORC 307.862, Warren County reserves the right to reject, in whole or in part, any proposal that Warren County has determined, using the evaluation criteria and factors described in this Request for Proposal, would not be in the best interest of the County.

6. **Discussions for Clarification Purposes:** In accordance with ORC 307.862, Warren County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.
7. **Contract Schedule:** The following is the anticipated schedule for the evaluation of proposals, contract execution, and purchase of wholesale water. The schedule is based on best available data and failure to meet any of the dates contained herein shall not affect the proposal.

County Issues Request for Proposal	April 11, 2017
Proposals Due to Warren County	June 2, 2017
Award of Proposal	August 4, 2017
Execute/Sign Contracts	November 14, 2017

8. **Selection Process:**
 - a) Each proposal will be evaluated by a committee of qualified individuals for responsiveness to the requirements of this request for proposal and the criteria described below.
 - b) The selection committee will evaluate and rank the proposals with the rankings and proposals presented to the Warren County Commissioners for discussion and final review. The Commissioners may elect to hold further discussions, during a work session with the top ranked offerors. The Commissioners shall make the selection with whom the County shall enter into contract. The selection of any proposal shall not imply acceptance by the County of all terms of the proposal, which may be subject to further negotiations and approvals

before the County may be legally bound thereby. If a satisfactory contract cannot be entered into in a reasonable time the selection committee, in its sole discretion, may terminate negotiations with the highest ranked offeror and begin contract negotiations with the next highest ranked offeror.

- c) Offerors submitting proposals may be requested to make a presentation to the selection committee or County Commissioners to explain their proposal and to answer any questions
 - d) The County shall select the offeror which in its opinion is most advantageous and shall award the contract to that offeror, taking into consideration the following criteria. The selection criteria shall be based on wholesale pricing, water quality, reliability & responsiveness, and the ability to consistently meet Ohio EPA regulatory requirements. The evaluation form used during the review process is included at the end of this request.
 - e) Warren County reserves the right to reject any and all proposals.
9. **Public Records Request of Proposals:** In order to ensure fair and impartial evaluation, proposals and any documents of other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of contract.
10. **Withdraw of Proposal:** An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. The County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If the County terminates negotiations with an offeror, the County shall negotiate with the offeror whose proposal is ranked the next most advantageous to the County according to the selection criteria and direction from County Commissioners.
11. **Required Forms:** Each offeror shall complete and submit the following forms and provide the following information with their proposal:
- a) Identification & Contact Information Sheet
 - b) Wholesale Rate Proposal
 - c) Certificate of Compliance Non-Discrimination and Equal Employment Opportunity
 - d) Affidavit of Findings for Recovery
 - e) Qualifications & Capacity to Provide Wholesale Water
 - i. **Background** – Provide a general description of your treatment operations, source of wholesale water to be provided to the County, treatment plant capacity, critical pump stations, and number of customers served by the offeror.

- ii. **Water Quality Data & Operations** – Provide the following information:
 - A. 2016 Consumer Confidence Report
 - B. Hardness concentration data
 - C. Fluoride concentration data
 - D. Most Recent copy of Ohio EPA Sanitary Survey Evaluation Report
 - E. Copies of any Ohio EPA notices of violation issued to the offeror in 2016 and 2017.

- iii. **Operations Staff** - Provide a list of registered Ohio EPA Certified water operators, their certification level, and a list of nonlicensed staff.

- f) **Contract Review Comments** – Provide administrative, technical, and legal review comments for the Wholesale Water Agreement, attached below.

**PURCHASE OF WHOLESALE WATER FOR THE MASSIE-WAYNE PUBLIC
 WATER SYSTEM (OH8345912)**

Name of Supplier: _____

Name of Reviewer _____

CRITERIA	RATING	WEIGHT	SCORE
Wholesale Rate - The ability of purchase water at a rate below or near the County's current retail customer rate of \$3.95/1,000 gallon.	x	1.5	
Water Quality - Quality of water including Ohio EPA minimum requirements of THM, HAA5, Bacteriological, Chlorination, Secondary Constituent (Iron & Manganese) concentrations, as well as advanced treatment such as softening, fluoridation, granular activated carbon, and ultraviolet disinfection.	x	0.4	
Reliability & Responsiveness - The providers ability to quickly and accurately respond to emergencies and address operational issues.	x	0.3	
Ohio EPA Regulatory Compliance - Ability to consistently deliver wholesale water that meets Ohio EPA regulations, guidelines, and requirements.	x	0.3	
TOTAL			

Rating:

- 1 - Poor, Unacceptable, or Worst
- 5 - Average, Acceptable, Meeting Typical Expectation
- 10 - Excellent, Superior, or Best

IDENTIFICATION & CONTACT INFORMATION

WATER PROVIDER NAME: _____

AUTHORIZED REPRESENTATIVE: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

ADDRESS: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

WHOLESALE RATE

The SUPPLIER agrees to furnish wholesale water to the COUNTY at the following rate.

Wholesale Rate: \$ _____ /1,000 gallons

The Wholesale rate comprises full compensation for all costs associated with the services outlined and described in this proposal. The Wholesale rate for the duration of the agreement shall increase or decrease annually by the percent of change in the Consumer Price Index for the Cincinnati-Hamilton area as established by the United States Department of Labor. The annual rate change shall take effect the billing period after the CPI is published by the Department of Labor.

CERTIFICATE OF COMPLIANCE
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

STATE OF _____:

COUNTY OF _____:

_____, being first duly SWORN, deposes and says they are the _____ of _____ the party who made the foregoing proposal; that such party does not and shall not discriminate against any employee, applicant for employment, resident, or prospective resident, because of race, religion, color, sex, or national origin. If successful under the foregoing proposal, the party shall post nondiscrimination notices in conspicuous places available to employees and applications for employment setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, of _____, an Ohio Corporation, for and on behalf of said corporation.

Notary Public

FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF _____
COUNTY OF _____, SS:

_____, Upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

- 1) That he/she is _____ (title), of _____ (name of bidder) and authorized to execute this affidavit; and,
- 2) That _____ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,
- 3) That _____ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D)

Affiant

Sworn to and subscribed in my presence this _____ day of _____, 2017

Notary Public
My Commission Expires: _____

WHOLESALE WATER AGREEMENT
Massie-Wayne Public Water System, Warren County

THIS AGREEMENT is entered by and between the _____,
_____, Ohio, _____ organized and existing under the laws of
the State of Ohio (hereinafter designated as the "SUPPLIER"), and the Board of County
Commissioners of WARREN COUNTY, Ohio, a county organized and existing under the laws of
the State of Ohio (hereinafter designated as "COUNTY"), and shall be effective immediately upon
execution by all the parties.

WITNESSETH:

WHEREAS, the SUPPLIER owns and operates an Ohio EPA regulated public water system; and

WHEREAS, the COUNTY and the SUPPLIER desire to cooperate and contract for the
SUPPLIER to provide water to the COUNTY so that the COUNTY may service certain areas in
Wayne Township and Massie Township of Warren County; and

WHEREAS, the SUPPLIER has certified to the COUNTY that it maintains excess water capacity
from its water treatment facilities and that the excess capacity is available for COUNTY use; and

WHEREAS, the SUPPLIER is willing to provide a finite amount of water to the COUNTY so that
the COUNTY may service certain areas in Wayne Township and Massie Township of Warren
County, as provided for herein, and

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein,
the SUPPLIER and the COUNTY, hereby agree as follows:

1. PURPOSE

- a. The purpose of this AGREEMENT is to set forth the terms and conditions under
which the SUPPLIER will provide water to the COUNTY so the COUNTY may
serve the Massie-Wayne Public Water System.

2. SUPPLIER RESPONSIBILITIES

The SUPPLIER, on its behalf, and on the behalf of its successors and assigns, and any
other persons or entities claiming by, through, or under it, agrees:

- a. Water Supply The SUPPLIER will provide water from its waterworks facilities to
the COUNTY for the use of consumers of the COUNTY in Massie-Wayne Public
Water System that includes the Villages of Corwin and Harveysburg and
unincorporated areas of Massie and Wayne Townships, as shown in **Figure 1**.
The anticipated average daily demand for the public water system is 113,000
gallons/day with an peak daily demand of approximately 230,000 gallons/day.

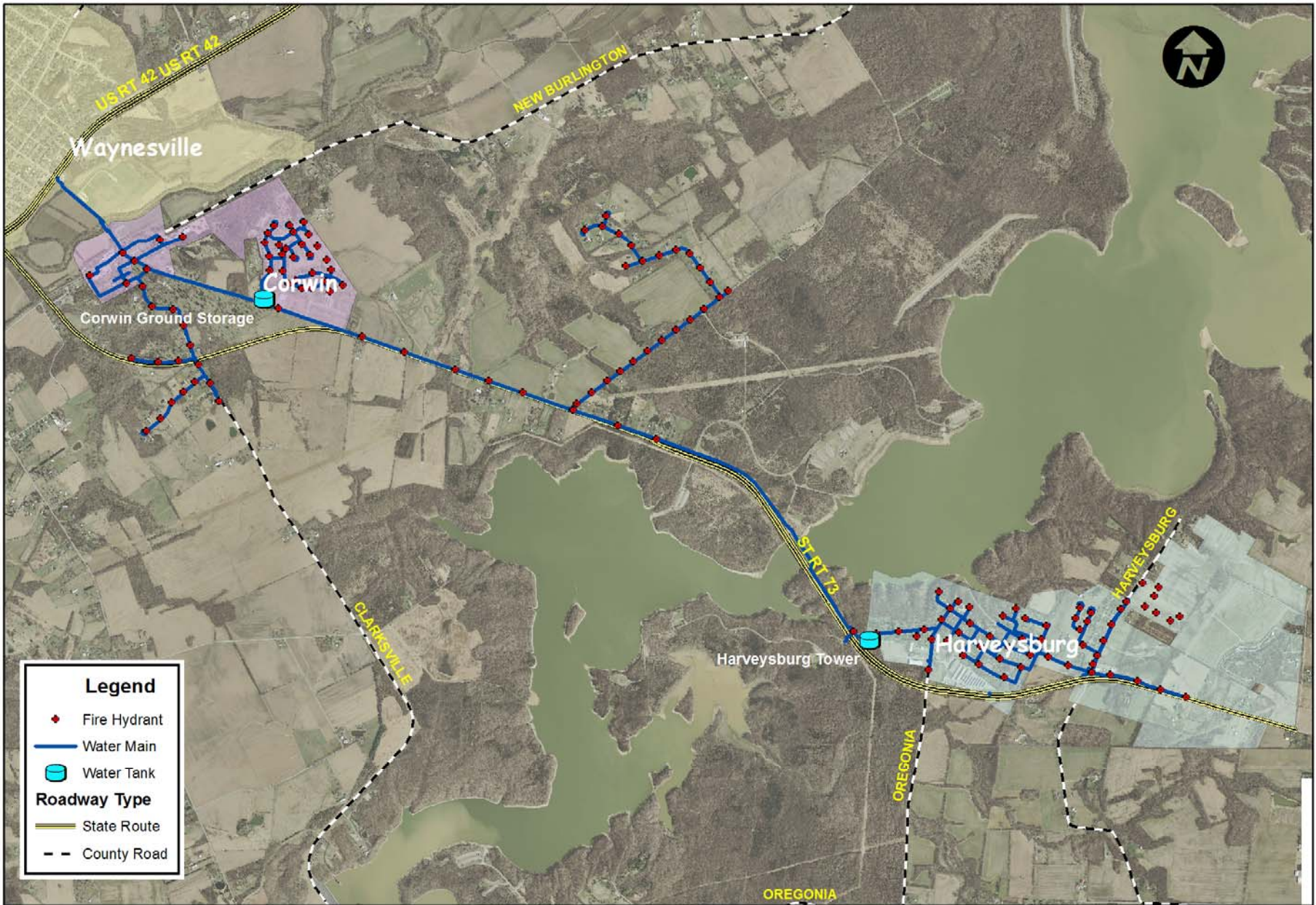


FIGURE 1
Massie-Wayne Public Water System

Disclaimer The provider makes no warranty on representation with respect to this information, its quality or suitability for a particular purpose. This information is provided ASIS, and the requester assumes the entire risk as to its quality, suitability and accuracy.

The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, programs or data used with or combined with the requested information including the cost of recovering information, programs or data.

- b. Water Quality The SUPPLIER shall deliver to the COUNTY water which complies with Ohio EPA standards and regulations and the following additional performance requirements:
- Minimum 50 psi water pressure at the connection point
 - Minimum available chlorine concentration of seven-tens (0.7) milligram per liter free chlorine
 - Maximum total chlorine concentration of 4.0 milligrams per liter.
 - Maximum manganese concentration of 0.05 milligrams per liter.
 - Maximum iron concentration of 0.3 milligrams per liter
 - Maximum fluoride concentration of 1.3 milligrams per liter
- c. Billing and Collection The SUPPLIER shall read the master meter(s) and render a bill for service to the COUNTY on routine schedule that is agreeable to both parties. The SUPPLIER shall have access to the master meter for inspection, observation, and testing.
- d. Emergency Notification The SUPPLIER shall immediately notify the COUNTY of all emergencies, or changes in water quality, or water pressure that may affect the health and safety of the COUNTY'S customers. Notifications shall include those required by Ohio EPA and the following conditions that may include, but are not limited to, failure to supply required chlorine concentrations, bacteriological contamination of the distribution system, depressurization of the water system at the interconnection, and elevated lead concentrations.

3. COUNTY RESPONSIBILITIES

The COUNTY, on its behalf, and on the behalf of its successors and assigns, and any other persons or entities claiming by, through, or under it, agrees:

- a. Operation The COUNTY shall operate, maintain, repair, replace and modify as necessary its water distribution system in the Massie-Wayne Public Water System to avoid adverse impact to the SUPPLIER. The COUNTY will immediately notify the SUPPLIER of any condition within the COUNTY'S water system, including significant main breaks, that may negatively affect the SUPPLIER.
- b. Payment The COUNTY shall render payment to the SUPPLIER within 45 days of receipt of invoice. Payment beyond the 45 days shall be subject to late penalties of 5% of the amount due.
- c. Master Meter The COUNTY shall operate and maintain master meter(s) for the purpose of measuring the amount of water conveyed into the COUNTY'S water system. The COUNTY shall test and certify to the SUPPLIER the accuracy of the master meters as requested by the SUPPLIER but no more frequently than on a biennial (once per two years) basis. In the event any master meter is found to be less than 97% accurate in measuring water flow, the meter shall be immediately repaired or replaced by the COUNTY at the COUNTY'S expense. During testing or in the event of meter(s) failure, the SUPPLIER shall render to the COUNTY an estimated bill for service based on the history of utility use for the master meters account.

4. COMPENSATION

- a. The SUPPLIER agrees to furnish wholesale water to the COUNTY at the following rate.

Wholesale Rate: \$X.XX/1,000 gallons

The Wholesale rate comprises full compensation for all costs associated with the services contained in this agreement. The Wholesale rate for the duration of the agreement shall increase or decrease annually by the percent of change in the Consumer Price Index for the Cincinnati-Hamilton area as established by the United States Department of Labor and published at the beginning of each calendar year. The annual rate change shall take effect the billing period after the CPI is published by the Department of Labor.

5. AGREEMENT TERM

- a. The term of this agreement shall be ten (10) years commencing on the date both parties execute the agreement. Either party may terminate this agreement at any time prior to the ten year term by providing written notice not less than one year in advance of the effective termination date. In the event of such termination of this agreement, both parties shall be paid in full for all fees, charges, expenses, or monies otherwise owed prior to the date of termination.

6. ENTIRE AGREEMENT OF THE PARTIES.

- a. This Agreement supersedes any and all agreements, both oral and written, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter herein in any manner whatsoever. Each party acknowledges that no representations, inducements, promises or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement.

7. MODIFICATIONS

- a. Changes to this agreement shall be by negotiation upon request of either the COUNTY or the SUPPLIER and shall be executed through written amendment signed by authorized representatives from both parties.

8. ASSIGNMENT

- a. This Agreement shall not be assignable by any of the parties hereto without the written consent of the other party, with accompanying legislation authorizing such act or acts.

9. PARTIAL INVALIDITY

- a. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would render the completion of the transactions contemplated hereby to be unreasonable.

10. WAIVER

- a. Neither any failure nor any delay by any party in exercising any right under this Agreement or any Ancillary Agreement will operate as a waiver of such right, and any waiver of a right must be in writing. Any waiver of a particular default, specific right or remedy, or any single or partial exercise of any right will preclude any other or further exercise of such right or any other right.

11. GOVERNING LAW AND VENUE

- a. This Agreement shall be construed under the laws of the State of Ohio. The parties stipulate hereby to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement and all other matters arising out of or related thereto in any way being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

12. DISPUTE RESOLUTION AND EQUITABLE RELIEF

- a. The Parties agree that, in the event of a dispute or alleged breach, they will work together in good faith first to resolve the matter internally by escalating it to higher levels of management and, then if agreed to by both Parties, to use an alternative dispute resolution technique acceptable to both Parties prior to resorting to litigation.
- b. Notwithstanding the above, this Dispute Resolution provision shall not be permitted or construed to preclude either Party from seeking immediate equitable or other relief in an appropriate forum having proper jurisdiction, including an order requiring the cessation of water or terminating this Agreement, in order to prevent the occurrence of substantial harm to the Party or its customers.

13. PAYMENT DURING DISPUTES

- a. Except where precluded or limited by applicable laws, regulations or orders, the COUNTY shall continue to remit compensation and the SUPPLIER shall continue to provide wholesale water during any period that the Parties are pursuing in good faith the Dispute Resolution procedures as described hereof.

14. INSURANCE

SUPPLIER shall carry Comprehensive General Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate with no interruption of coverage during the entire term of this Agreement. SUPPLIER further agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, SUPPLIER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability coverage, COUNTY shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability coverage that provides only excess coverage for an additional insured is permitted.

SUPPLIER shall provide COUNTY with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY. Such certificates shall provide that the insurer notify SUPPLIER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the SUPPLIER not less than 30 days prior to said cancellation date. SUPPLIER shall also deliver to COUNTY, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

15. FORCE MAJEURE

- a. Neither Party shall be charged with default nor held liable by the other Party during any period of its inability to perform its responsibilities due to a Force Majeure Event. The term "Force Majeure Event" shall include the following:
 - i. Acts or requirements of government or court orders by courts having jurisdiction, which limit or preclude performance by either Party of the terms of this Agreement as written, including, but not limited to regulatory controls or controls on materials, equipment, tool, or labor essential to completion of the work by reason of war, national defense, or any other national emergency.
 - ii. Substantial changes in the method of performing work covered by this Agreement, changes in ownership, or changes in control of facilities or property needed to perform obligations under this Agreement resulting from an order of a governmental agency or other authority having control over the nonperforming Party.
 - iii. Causes which are beyond the reasonable control and through no fault of the nonperforming Party. This shall include, but not be restricted to, acts of God or the public enemy, freight embargoes, court actions or orders; acts of a vendor; fires, floods, epidemics, quarantines, and strikes; weather of unusual severity such as hurricanes, tornadoes, and cyclones; nuclear radiation or radioactive contamination; and other like factors of unusual severity which directly affect or prohibit performance of the terms and conditions of this Agreement by any Party

16. NOTICES

- a. All notices provided for in this Agreement, including, but not limited to, notices of default and termination, shall be in writing and shall be deemed to have been properly given (a) upon receipt if delivered in person or by a nationally recognized overnight courier service or sent by electronic facsimile with receipt confirmed (provided a copy is sent the same day by either overnight courier or certified mail) or (b) as of the third business day after being sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to SUPPLIER: Contact Name
 Supplier Name
 Supplier Address
 City, Ohio 45XXX

If to Warren County: Warren County Sanitary Engineer
 Warren County Water & Sewer Department
 P.O. Box 530
 406 Justice Drive
 Lebanon, Ohio 45036

SUPPLIER:

IN EXECUTION WHEREOF, the _____, has caused this agreement to be executed by _____, it's _____, on the date stated below, pursuant to Ordinance # _____, dated _____, a copy of which is attached hereto.

SUPPLIER'S NAME

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Approved as to form:

TITLE

SUPPLIER'S NAME

By: _____, Title

Date: _____

COUNTY:

IN EXECUTION WHEREOF, the BOARD OF COMMISSIONERS OF WARREN COUNTY, OHIO has caused this agreement to be executed by _____, its President or Vice-President, on the date stated below, pursuant to Resolution No. _____, dated _____, a copy of which is attached hereto.

**BOARD OF COUNTY COMMISSIONERS
OF WARREN COUNTY, OHIO**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary, Assistant Prosecutor
DATE: _____

May 15, 2017

ADDENDUM #1

**PURCHASE OF WHOLESALE WATER FOR THE
MASSIE-WAYNE PUBLIC WATER SYSTEM (OH8345912)**

2 PAGES TOTAL

This Addendum No. 1 is issued to make certain revisions, additions, and clarifications to the original Request for Proposal (RFP) and shall be incorporated into the original documents. This Addendum takes precedence over any and all information previously issued. No other revisions to the RFP are to be inferred.

BID FORM

1. **Delete** page 6 (the evaluation form) and **Replace** with the enclosed evaluation form. The form has been modified to provide a methodology for rating the wholesale water purchase pricing

THIS ADDENDUM MUST BE SIGNED AND ATTACHED TO YOUR PROPOSAL.

Acknowledged by

Date

P. O. BOX 530 ■ 406 JUSTICE DR. ■ LEBANON, OH 45036
513-695-1377 ■ 513-925-1377 ■ 937-425-1377 ■ FAX 513-695-2995

**PURCHASE OF WHOLESALE WATER FOR THE MASSIE-WAYNE PUBLIC
WATER SYSTEM (OH8345912)**

Name of Supplier: _____

Name of Reviewer _____

CRITERIA	RATING	WEIGHT	SCORE
Wholesale Rate - The ability of purchase water at a rate below or near the County's current retail customer rate of \$3.95/1,000 gallon. The rating shall be calculated using the following equation: Rating = 14.3 - (2.2 x wholesale rate).	x	1.5	
Water Quality - Quality of water including Ohio EPA minimum requirements of THM, HAA5, Bacteriological, Chlorination, Secondary Constituent (Iron & Manganese) concentrations, as well as advanced treatment such as softening, fluoridation, granular activated carbon, and ultraviolet disinfection.	x	0.4	
Reliability & Responsiveness - The providers ability to quickly and accurately respond to emergencies and address operational issues.	x	0.3	
Ohio EPA Regulatory Compliance - Ability to consistently deliver wholesale water that meets Ohio EPA regulations, guidelines, and requirements.	x	0.3	
TOTAL			

Rating:

- 1 - Poor, Unacceptable, or Worst
- 5 - Average, Acceptable, Meeting Typical Expectation
- 10 - Excellent, Superior, or Best