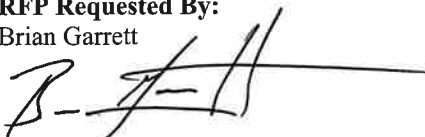




MADISON-PLAINS LOCAL SCHOOLS

REQUEST FOR PROPOSAL FOR THE PURPOSE SELECT A VENDOR TO PROVIDE OPERATING AND REPORTING SERVICES FOR PUBLIC WATER SYSTEM.

Last Date To Submit: 5/14/2021	Contact Information: 55 Linson Rd London, Ohio 43140	Date: 5/10/2021
Contract Period: Commencing June 01, 2021, through June 30, 2021 (i.e., 30 days), then a one (1) year contract from July 01, 2021, through June 30, 2022, with options for two (2) successive one (1) year contracts thereafter at the District's discretion.	Email: bgarrett@mplsd.org Phone: (740)-490-0683	RFP Requested By: Brian Garrett 

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation , the accompanying Bid/Proposal Forms, and all Terms and Conditions associated with this Bid/Proposal Invitation, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at ht prices quoted an in strict compliance with the Terms and Conditions associated with with the Terms and Condition associated with this Bid/Proposal unless any exceptions are noted in writing with this Proposal response and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Condition associated with this Bid/Proposal Invitation, unless any exceptions are noted in writhing with this Proposal response.
5. That the proposing organization is in compliance with all federal, state and local environmental codes, laws and statutes.

Name of the Proposing Organization

Date

Address

Signature of Authorized Representative

City,State, Zip

Printed Name of Authorized Representative

Phone Number of Authorized Representative

Email Address of Authorized Representative

SUBMITTAL CHECKLIST

PLEASE SUBMIT IN THE FOLLOWING ORDER

- NOTICE FOR REQUEST FOR PROPOSAL COVER SHEET**

- FEDERAL/STATE LICENSING DOCUMENTS**

- EXECUTIVE SUMMARY**
(A DOCUMENT WHICH DETAILS VENDOR QUALIFICATION AN EXPERIENCE)

- BID/PROPOSAL SUBMITTAL FORM**

- VENDOR REFERENCE SHEET**

- IRS FORM W-9**

SECTION 1- INTRODUCTION AND GENERAL INFORMATION

1.1 DESCRIPTION: The Madison-Plains Local School District desires to identify and select a vendor to provide operating and reporting services for the public water system entailing two well's and treatment locations.

1.2 DISTRICT OVERVIEW:

1.1.1. Madison-Plains Local School District encompasses 270 square miles. The District serves portions of Madison, Clark, Fayette, Franklin, and Greene Counties. Madison Plains sits on 178 acres with 97.5 acres being used for its campus.

1.1.2. The District has four schools housed inside two facilities, one transportation facility, one bus compound, one district office attached to the Intermediate Building, and one learning academic building.

1.1.3. Madison-Plains has an average daily attendance of approximately 1,200 students and 170 employees.

1.3 TYPE AND TERM OF CONTRACT: This is a negotiable price/requirements contract under which the District shall meet its requirements for the services described in the proposal document from the successful vendor for the duration of the contract. Commencing June 01, 2021, through June 30, 2021 (i.e., 30 days), then a one (1) year contract from July 01, 2021, through June 30, 2022, with options for two (2) successive one (1) year contracts thereafter at the District's discretion

1.4 INSURANCE REQUIREMENTS: The awarded vendor must provide a certificate of insurance or appropriate documentation to the Madison-Plains Local School District Office certifying the following coverage levels and listing the District as a named insured upon request.

1.2.1. Automobile Liability Insurance shall cover all owned, non-owned, hired vehicles in the amount of \$100,00/300,00 bodily injury, \$100,000 property damage or a combined limit of \$500,000

1.2.2. General Liability Insurance shall provide the minimum coverage of \$1,000,000 per incident and \$2,000,000 aggregate.

1.2.3. Workers Compensation Insurance shall provide the minimum coverage of \$500,000 for all employees of the awarded vendor.

1.5 LICENSING AND CERTIFICATION: The successful vendor must be certified to perform the services required under this offering by the State of Ohio- Class I Water Operators License. Documentation reflecting licensing and certification will be required prior to conducting any business with the District.

SECTION 2 - SCOPE OF WORK

2.1 SCOPE OF WORK:

2.1.1. Inspect wells and equipment. Make recommendations regarding needs and life cycle of equipment.

2.1.2. Assess flow conditions entering and leaving the facility and make necessary adjustments.

2.1.3. Record flow volumes, filter backwash cycles, and running time-meters on pumps.

2.1.4. Collect samples for contractor analysis that is required by the Ohio EPA and coordinate sample delivery. Analysis and reporting must be completed by a registered professional analytical laboratory. Sampling costs will be borne by Madison-Plains Local School District.

2.1.5. Maintain an operational log at water treatment location and inventory list.

2.1.6. Schedule and perform routine maintenance with on-site personnel as needed to ensure that the facility continues to operate efficiently and without interruption.

2.1.7. Prepare and submit reports and assist when needed on permit submission on behalf of the Madison-Plains Local School District to the Ohio EPA and appropriate agencies. Reports to be submitted at appropriate times. The contractor will be responsible for any and all penalties imposed due to failure to submit reports in a timely manner.

Copies of any and all reports will be distributed to:

Brian Garrett

Facility Supervisor

bgarrett@mplsd.org

2.1.8. Prepare, recommend and produce support data for the Madison-Plains Local District if needed.

2.2 PERSONNEL: The successful candidate must provide all personnel necessary to perform the contracted services. All personnel should be direct employees of the contractor unless sub-contracting has been approved in writing by the District. Contractor's personnel must be easily identified - either by uniform or identification badge. If a contractor elects to use subcontracted labor-a payment bond must be issued protecting the District from any liability due to non-payment. Additionally, the proposed contractor must submit documentation with the submitted proposal that the proposed subcontractor has sufficient means and experience in the type of work proposed.

SECTION 3 - LOCATION AND CONTACTING

3.1 LOCATION OF SERVICES: The location for water treatment services are listed in the table below.

3.1.1. Locations may be added or subtracted during the contract period based upon District needs. Pricing for additional locations must be approved prior to services being rendered. Subtracted services will be deducted from contract.

3.1.2. P.W.S. MADISON-PLAINS 7-12 CAMPUS - 4934212
P.W.S. MADISON-PLAINS K-6 CAMPUS - 4934312

3.1.3.

<u>SERVICE LOCATION</u>	<u>ADDRESS</u>
MADISON-PLAINS HIGH SCHOOL	800 LINSON RD., LONDON OH 43140
MADISON-PLAINS ELEMENTARY	47 LINSON RD., LONDON OH 43140

3.2 CONTACT INFORMATION FOR MADISON-PLAINS SCHOOL DISTRICT

3.2.1. Brian Garrett
Facility Supervisor
55 Linson Rd. London, Ohio 43140
(740) 490-0683
bgarrett@mplsd.org

MADISON-PLAINS LOCAL SCHOOL DISTRICT
STANDARD TERMS AND CONDITIONS

- BID/PROPOSAL SUBMISSION:** Bids/Proposals must be submitted utilizing this document and must reach the Madison-Plains District Office on or before the hour on the date specified. Late submittals may not be considered. District may select to not award contract and abandon RFP solicitation upon completion of process.
- INTERNET DOWNLOADS:** Vendors who have not obtained this solicitation document directly from MPLSD, or who may have downloaded the document from the MPLSD website, shall be responsible for immediately notifying MPLSD of their interest in order to receive all written addenda on a timely basis. Vendors who do not notify MPLSD and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this Request for Proposal solicitation.
- SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
- PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, vendor may be removed from approved vendor list.
- USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, district will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
- SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Contractor as such.
- CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.
- INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage expense or cost.
- APPLICABLE LAW:** This contract shall be governed by the policies of the Madison-Plains Local School District Board of Education, laws of the State of Ohio and Federal Law. Madison-Plains Board Policies can be accessed on the web at www.mplsd.org.
- MODIFICATIONS:** This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
- ADVERTISING:** Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- RIGHT OF INSPECTION:** The District shall have the right to inspect the goods before accepting them.
- WARRANTY-PRODUCT:** Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.
- WARRANTY-SAFETY:** Contractor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the District will be at the Contractor's expense.
- PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the District, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
- FUND AVAILABILITY:** Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the MPLSD Board of Education or otherwise not made available to the District.
- RIGHT TO ADDITIONAL COMPETITION:** MPLSD occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of the District.
- NOTICE OF INTENT TO SUE:** Vendor understands and agrees that before any action or lawsuit may be filed against MPLSD that vendor must deliver written notice of its intent to file suit against MPLSD to the Superintendent of Schools at least 90 days in advance. As part of this written notice, the vendor will identify the nature of the proposed resolution in order to provide MPLSD an opportunity to resolve the dispute without the need for litigation. Vendor understands and agrees that nothing in these terms and conditions constitutes a waiver of any immunity that MPLSD maintains from suit or liability.
- TERMINATION:** The District reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or if it is deemed in the best interest of the District.
- PROPRIETARY INFORMATION:** Any information contained in a proposal that is proprietary must be marked and indicated as such.

BID/PROPOSAL SUBMITTAL FORM

Having read all terms and conditions of this proposal, I submit the following pricing on behalf of my company. I further understand that all proposed pricing includes all labor, material, insurance, and any other expenses involved in the rendering of services or the delivery of goods specified in the proposal documents and that no charges beyond those stated in the proposed pricing may be billed to the District.

1. BASE CONTRACT (Annual Operating and Reporting)

a. Operating and Reporting:

- i. Cost for period 06/01/2021-06/30/2021 \$ _____
- ii. Cost for period 07/01/2021-06/30/2022 \$ _____
- iii. Cost for period 07/01/2022-06/30/2023 \$ _____
- iv. Cost for period 07/01/2023-06/30/2024 \$ _____

b. Contract Total (i+ii+iii+iv) \$ _____

Authorized Signature: _____ Position or Title: _____

Printed Name: _____ Company Name: _____

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Vendor Reference Sheet

References: List at least three school districts or other large organizations, which this firm has supplied with similar products. **A minimum of three verifiable references are required.**

Organization	Address	Phone	Contact Name

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.