

REQUEST FOR PROPOSAL
for
Contract Service Provider (CSP)
Operations & Maintenance Services

I-35 / 105 Interchange Commercial District
Water and Wastewater Systems

Worth County, Iowa
April 2, 2025

I. INTRODUCTION

The Worth County Board of Supervisors are hereby requesting proposals from qualified firms or individuals to provide operating and maintenance services for the water and wastewater systems located at the I-35 / 105 Interchange in Worth County, Iowa. Worth County and the Board of Supervisors shall here-in-after be referred to as the “Owner”. The firms or individuals submitting a proposal in response to this request shall here-in-after be referred to as the “Contract Service Provider” or “CSP”.

This Request for Proposals (RFP) includes the following sections:

- Introduction
- Description of Existing Water and Wastewater Systems
- Scope of Services to be Provided by CSP
- Owner’s Responsibilities
- Regulatory Requirements
- Qualifications & Experience
- Insurance Requirements
- Compensation
- Operation and Maintenance Agreement
- Proposal Format
- Evaluation Criteria & Process
- Proposal Submittal Protocol
- Alternate Innovative Proposals

Currently the Owner is under contract with a firm that is presently providing the operations and maintenance services in question. This existing contract will expire on June 30, 2025. The Owner intends to select and enter into a new contract with a CSP with said new contract becoming effective on July 1, 2025.

II. DESCRIPTION OF EXISTING WATER AND WASTEWATER SYSTEMS

A. Water System

The existing Water Treatment Facility is located in whole or part on Lot 7 of the Top of Iowa Subdivision, Section 31, Township 100 North, Range 21 West, in Worth County.

The water system includes:

1. Supply: There are four (4) water production wells of which two (2) are not currently in service.
2. Treatment: The Water Treatment Plant consists of two (2) 125 gpm ion exchange water softeners, one (1) brine tank with a 2-ton capacity, one (1) sodium hypochlorite chemical feed system, one (1) sodium permanganate chemical feed system and one (1) poly-phosphate chemical feed system. Recently two (2) iron & manganese removal filters with a pressure aerator were installed to provide further treatment. Sodium permanganate oxidation is used instead of the pressure aerator.
3. Storage: There are two (2) elevated water storage tanks. The one tank has a storage capacity of 500,000 gallons and the other tank which is not currently in service has a capacity of 100,000 gallons.
4. Distribution: The water distribution system consists of water main of various sizes ranging from six (6) inch to twelve (12) inch in diameter along with fire hydrants and valves.

B. Wastewater System

The existing Wastewater Treatment Facility is located Section 31, Township 100 North, Range 21 West, in Worth County, approximately ½ mile west of the water treatment plant and the DOT welcome center.

The wastewater system includes:

1. Collection: The collection system consists of various sized gravity sewer mains which are six (6) inch and eight (8) inch diameter. The collection system also includes one (1) lift station containing two (2) submersible pumps.

2. Treatment: The Wastewater Treatment Plant is a Sequencing Batch Reactor (SBR) treatment facility which discharges to Drainage Ditch #2 which is tributary to the Shell Rock River.

The SBR treatment facility is designed to treat:

- ADW Flow of 90,000 GPD
- AWW Flow of 122,000 GPD
- MWW Flow of 176,000 GPD
- BOD5 Loading of 500 Lbs. / Day
- TKN Load of 430 Lbs. / Day
- TSS Load of 90 Lbs. / Day

The Wastewater Treatment Plant is regulated by the IDNR via NPDES Permit No. 9800802, which was issued on April 1, 2021, and is scheduled to expire on March 31, 2026. A copy of the NPDES Permit is available on the Iowa DNR web site.

III. SCOPE OF SERVICES TO BE PROVIDED BY CSP

A. General

1. CSP will provide all routine operation and maintenance of Owner's facilities on a 7 day per week basis within the design capacity of the facilities. Each facility will be physically checked daily including weekends, including holidays.
2. CSP shall provide adequate staffing of the facilities, including a properly certified operator or personnel under the direction of a properly certified operator. Backup services will be provided by additional CSP personnel. Note that the wastewater treatment facility is a Grade III facility that is required to have a Grade III wastewater operator assigned to the facility.
3. CSP shall advise Owner and serve as Owner's liaison to regulatory agencies and industrial users in matters related to the operation of the facilities. However, the CSP will not act as, or provide, legal counsel in this capacity.

4. CSP shall bill the Owner's users and shall provide the cash collection service, transferring all funds collected to the Owner. CSP shall provide the Owner with monthly reports of these activities as well as the information required to file any sales tax reports with the State of Iowa.
5. CSP will use all of the equipment currently assigned to the Owner's Water and Wastewater Treatment Facilities (except passenger vehicles) to continue operation and maintenance of the facilities. Acquisition of major, new or replacement equipment would be the Owner's responsibility. CSP will provide a vehicle(s) for its operator(s). An exception is that the owner's equipment will not be available; the CSP will provide adequate utility locating equipment.
6. CSP will not formulate policy nor will CSP assume any ownership of the facilities. The Owner continues to be responsible for all capital outlay items, which in general are expenditures for non-routine, nonrecurring repairs, replacements or additions that cost in excess of \$1,000. Following are some items that CSP shall focus on in an effort to assist Owner with the proper operation and maintenance of their infrastructure:
 - a. Analyze pump operational efficiencies to determine if pumps are currently operating at or near the original equipment specifications.
 - b. Develop a long-term painting program that is intended to reduce or eliminate corrosion of the piping, structures, pumps, safety railings, etc.
 - c. Implement a manhole inspection program to be completed over the life of the contract. All manholes that can be located will be inspected, the condition documented and provided to the Owner.
7. CSP shall provide the personnel necessary to manage, operate, and maintain Owner's water production, treatment, storage and distribution systems along with the Owner's wastewater collection and treatment facilities to achieve optimum performance and to maintain equipment for system integrity, within Owner's budgeted resources.
8. CSP shall provide technical training to the operators on treatment processes, preventive maintenance techniques, and safety awareness, including the continuing education units (CEU's) necessary for the operating personnel to maintain their licenses.

9. CSP shall procure and pay for all consumable supplies, communication services at the treatment plants, (one phone and one internet connection), chemicals (chlorine, salt, polyphosphate, sodium permanganate and other items), vehicle fuel, materials and services necessary for the safe and efficient day-to-day operations.
10. CSP shall act as liaison between Owner and the IDNR and the federal Environmental Protection Agency (EPA) in matters relating to compliance with water quality and discharge requirements, and other liaison activities, as required.
11. CSP shall implement or continue the use of a comprehensive, preventative maintenance program in an attempt to ensure the projected life expectancy of plant equipment, and shall enforce existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the effective date of this Agreement.
12. Using CSP equipment, complete all water / sewer line locates requested by the Iowa One Call System. Any fees necessary for Owner to participate in this program shall remain the responsibility of Owner. CSP shall own locating equipment and be trained on the operation of said equipment. CSP shall be responsible for utility damage if said damage occurred as a result of a legal excavation.
13. CSP shall inspect all new water / sewer taps of Owner's water and sewer lines.
14. CSP shall maintain cleanliness of process equipment and buildings, and general appearance of all facilities. The Owner shall remain responsible for lawn mowing and snow removal at all water / wastewater locations.
15. Within the limits of available security devices, CSP shall secure and protect utility facilities for which it is responsible.
16. CSP shall comply with all applicable county, state, and federal laws, regulations, and administrative rules.
17. CSP shall use a professional manner in dealing with community groups concerned with any facet of the operations, including tours and other public relations programs.
18. CSP shall serve as a liaison between Owner and any new or existing major contributing industries and provide technical assistance to Owner in consultation to existing industries and to any new industries, in matters

relating to their pretreatment process, or agreements with Owner and IDNR.

19. CSP shall coordinate and cooperate with the County's Engineer and outside contractors to facilitate the completion of any expansion or improvement to the facilities.
20. CSP will provide a list of on-call staff members with names, cell phone and home phone numbers and will maintain this list to keep it current and correct.
21. CSP will provide and maintain a written staffing plan that demonstrates 7 day per week operation is included in the base annual fee with no additional charge and indicating the normal hours of operation at the water and wastewater facilities. Include this staffing plan with the proposal.
22. CSP will provide monthly email updates to all users during the first year of the contract, and at any time that construction or operations affect the service received by the users. The email updates will inform users about activities and steps being taken to improve service conditions and the status of the water plant operation optimization.
23. CSP will provide monthly and annual reports to the Owner discussing loadings, water pumpage, expenses and other items of concern.
24. CSP may be requested to provide assistance to the Owner for following Value-Added Services:
 - Water Rates Study
 - Five-Year Water / Wastewater Capital Improvements Assessment and O & M Budgeting Assistance
 - Inflow / Infiltration (I/I) Analysis of Wastewater Collection System
 - Wastewater Rates Study
 - Industrial Pre-Treatment Investigation
 - Laboratory Quality Assurance and Quality Control (QA/QC) Program

These value-added services shall be provided as Additional Services with additional compensation to be determined at time said services are requested.

B. Water System

1. With regard to potable water supplies, CSP will not be responsible for inherent water quality that fails to meet specifications of the Safe Drinking Water Act and amendments thereto concerning inorganic chemicals, pesticides, volatile organic chemicals, synthetic organic compounds, lead and copper standards. However, CSP will use its best efforts to treat Owner's potable water supplies to meet drinking water standards.
2. CSP shall monitor, sample, analyze, and report as required by the Iowa Department of Natural Resources (IDNR) in matters related to municipal water supply. Testing will include those daily and weekly tests (chlorine residuals, pH, hardness, iron, manganese and bacteria) necessary to maintain the daily operation of the water treatment system. Iron and manganese in the finished water shall be tested 3 times per week using on-site test kit methods and will normally be completed on Monday, Wednesday and Friday or another schedule that is representative of the facility operation. For any additional testing required by regulatory agencies such as inorganic chemicals, synthetic organic chemicals, volatile organic chemicals, radio-nuclides, pesticides, and lead and copper. CSP shall collect the samples, prepare them for delivery to the laboratory and ship them. The cost of shipping the samples and the laboratory analysis of the samples will be the responsibility of the Owner.
3. CSP shall be responsible for water meter maintenance including the replacement of any malfunctioning meters.
4. During scheduled visits to the facilities, CSP shall complete all water service "turn ons" or "turn offs" requested by Owner's staff.
5. CSP shall be responsible for flushing fire hydrants semi-annually except for any areas where it is determined that more frequent flushing is required. Hydrant lubrication shall be completed as needed. All water main valves shall be exercised semi-annually.
6. CSP shall be responsible for coordinating any repairs to the water distribution system using Owner's employees or Owner's chosen contractor. Owner's personnel or contractor will be responsible for providing the personnel and equipment necessary to complete site repairs. Owner or its contractor shall also be responsible for the removal, replacement and resurfacing of all streets or private property and Owner shall be responsible for its own expenses and the cost of any third-party contractor.

7. During the first year, CSP shall:
 - a. Implement a water valve inspection program by inspecting as many water valves as can be located
 - b. Implement a tracer wire inspection program by locating existing water main to determine gaps in the tracing system
 - c. All data will be documented and copies provided to Owner.
8. CSP will continue to search for ways to improve the treatment processes and / or lower the cost of the treatment processes, without degrading the quality of water produced by the treatment plant and without sacrificing the integrity of the treatment systems.
9. CSP shall provide a monthly written report to designated officials of Owner, summarizing plant performance, production, flows, major projects or accomplishments, and preventive and corrective maintenance activities for the week as it pertains to the water system.

C. Wastewater System

1. CSP shall pay all fines imposed for process upsets and violation of discharge limits unless the process upsets or violations are attributable to:
 - a. Flows or pollutants which are not within the Design Capabilities of the Facilities; pollutants include, but are not limited to soluble oil, heavy metals, excessive suspended solids and excessive organic loadings;
 - b. The malfunction or failure of equipment which is not solely due to the negligent acts, errors or omissions of CSP;
 - c. Construction activities which are undertaken to improve the wastewater treatment process, but which are beyond the operating scope of services of CSP.
 - d. Discharges from industrial facilities in violation of any pretreatment standards applicable to those discharges.
2. CSP shall monitor, sample, analyze, and report as required by the Iowa Department of Natural Resources (IDNR) with respect to the NPDES permit for wastewater treatment. For the testing required by the NPDES permit (both influent and effluent CBOD, TSS, ammonia, bacteria and applicable bio-solids testing), CSP shall be responsible for the cost of the shipping and laboratory analysis of the samples. For any additional testing required by regulatory agencies but not part of the current NPDES permit, CSP shall notify Owner, collect the samples, prepare them for delivery to the outside laboratory and ship them. Owner shall be

responsible for the cost of shipping the samples and the cost of the laboratory analysis of the samples.

3. CSP shall be responsible for wastewater effluent quality, including liability for fines and civil penalties should permit conditions be violated, while plant loadings and flows are within the design capability of the wastewater treatment plant, but only in those situations where the permit conditions could have been met using existing in-place plant equipment.
4. CSP shall be responsible for coordinating any repairs to the wastewater collection systems, using Owner's employees or Owner's chosen contractor. Owner's personnel or contractor will be responsible for providing the personnel and equipment necessary to complete site repairs. Owner or its contractor shall also be responsible for the removal, replacement and resurfacing of all streets or private property and Owner shall be responsible for its own expenses and the cost of any third party contractor.
5. CSP shall coordinate and direct the disposal of the sludge from the wastewater treatment plant using Owner's chosen sludge hauling contractor. All of the sludge handling costs shall be Owner's responsibility.
6. CSP shall develop, implement and oversee a wastewater collection system cleaning program using an outside contractor as well as maintain adequate records of the cleaning program. The program shall include cleaning of the Owner's collection system and lift station each year. Owner shall be responsible for paying the cleaning contractor.
7. CSP shall develop and implement a grease trap inspection program. CSP shall coordinate and oversee the required cleaning of the grease trap collector system and ensure proper disposal. All of the costs for the cleaning remain the responsibility of the Owner or users.
8. During the first year, CSP shall implement a manhole inspection program by inspecting as many wastewater manholes as can be located. All data will be documented and copies provided to Owner.
9. CSP will continue to search for ways to improve the treatment processes and / or lower the cost of the treatment processes, without degrading the quality of effluent discharged by the treatment plant and without sacrificing the integrity of the treatment systems.

10. CSP shall provide a monthly written report to designated officials of Owner, summarizing plant performance, production, flows, major projects or accomplishments, and preventive and corrective maintenance activities for the week as it pertains to the wastewater system. Where urgent matters are involved, the reports shall be submitted weekly.

IV. OWNER'S RESPONSIBILITIES

- A. Owner shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses and other similar approvals and consents received or granted to Owner as owner of all Facilities and component parts thereof.
- B. Owner shall be responsible for all capital replacement and major maintenance / repair expenditures which are defined as nonrecurring expenditures greater than \$1,000, that Owner determines necessary and required, provided that CSP will first be consulted for justification and need.
- C. Owner shall be responsible for filing, obtaining, and maintaining current water supply operations permit and NPDES permit for discharge of wastewater; and for filing all required reports under the Emergency Planning and Community Right-To-Know Act or any other statute or authority. However, CSP shall assist Owner with preparing these filings and shall provide ongoing assistance regarding the maintenance of these permits.
- D. Owner shall at all times provide access to the facilities for CSP, its agents and employees.
- E. Owner shall provide CSP the use of all existing equipment owned by Owner, necessary for the operation and maintenance of the facilities and warrants that such operating equipment is in good condition. An exception is that existing utility locating equipment will not be available.
- F. Owner shall be responsible for all damage to the facilities, components thereof, and all resulting liability to any and all third parties, when such damage and / or liability are caused by flood, fire, acts of God or other force majeure events, civil disturbance, extreme cold temperatures, excessive subsoil moisture, or misuse of property to the extent Owner was negligent regarding the misuse of such property.
- G. Owner shall designate an individual to act as liaison with CSP in connection with the performance of services by CSP under this Agreement.

- H. Owner shall be responsible for all property, excise and other taxes assessed on the Facilities.
- I. Owner shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the facilities. Owner shall furnish CSP with Certificates of Insurance as evidence that such policies are in full force and effect under such policies. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to CSP and Owner.
- J. Owner shall indemnify and hold CSP, its officers, employees and agents, harmless for any and all claims, damages, costs or expenses caused by malfunction or failure of the facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this engagement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, error or omissions of Owner. Additionally, Owner shall indemnify CSP, its officers, employees and agents harmless for any and all fines, penalties, attorney's fees and damages resulting from Owner's failure to comply with permitting, reporting or other statutory or regulatory requirements which are the responsibility of the Owner.
- K. Owner's personnel or contractor will be responsible for providing the personnel and equipment necessary to complete site repairs. Owner or its contractor shall also be responsible for the removal, replacement and resurfacing of all streets or private property and Owner shall be responsible for its own expenses and the cost of any third-party contractor.
- L. All of the sludge handling costs shall be Owner's responsibility.
- M. Owner shall be responsible for paying the cleaning contractor(s) associated with cleaning the wastewater collection system.
- N. All of the costs for the cleaning of grease traps shall be the responsibility of the Owner or the users.
- O. The Owner shall remain responsible for lawn mowing and snow removal at all water / wastewater locations.

V. REGULATORY REQUIREMENTS

A. Water System

The CSP shall provide one or more certified operators in accordance with Iowa Administrative Code (IAC) 567 Chapter 81. All operators shall meet the education and experience qualifications as set forth in IAC 567 – 81.7(455B)

1. The operator(s) for the Water Treatment Plant shall be at a minimum certified as a Grade II operator in accordance with IAC 567 – 81.4(455B).
2. The operator(s) for the Water Distribution System shall be at a minimum certified as a Grade I operator in accordance with IAC 567 – 81.5(455B).

B. Wastewater System

The CSP shall provide one or more certified operators in accordance with Iowa Administrative Code (IAC) 567 Chapter 81.

1. The operator(s) for the Wastewater Treatment Plant shall be at a minimum certified as a Grade III operator in accordance with IAC 567– 81.3(455B).

VI. QUALIFICATIONS & EXPERIENCE

The proposal shall include the following information where applicable to the firm / individual submitting a proposal:

A. Company Information

1. Name of Corporation / Company
2. Corporate Address
3. Federal Tax ID Number
4. State of Incorporation & Date of Incorporation
5. Number of Years in Business
6. Description of Geographic Area Served

B. Experience with Public / Private Contracts

1. Provide a listing of Public & Private Customers for whom similar services have been provided in the last 5 years or for whom the proposer is currently providing similar services. Provide contact name, phone number and email address for at least five (5) customers for whom similar services are or have been provided.

- C. Specific and Relevant Experience with Similar Types of Water and Wastewater Systems**
1. Provide a brief description of the firm's experience in operating Ion Exchange Water Softening Plants. Identify similar facilities for which services are being or have been provided.
 2. Provide a brief description of the firm's experience in operating Iron & Manganese removal water treatment systems. Identify similar facilities for which services are being or have been provided.
 3. Provide a brief description of the firm's experience in operating Sequencing Batch Reactor Wastewater Treatment Facilities. Identify similar facilities for which services are being or have been provided.
- D. Experience with Treatability Issues and New Regulations**
1. Provide a brief description of the firm's experience and abilities to address difficult or unusual water supply issues.
 2. Provide a brief description of the firm's experience and abilities to address difficult or unusual wastewater streams.

VII. INSURANCE REQUIREMENTS

- A. Liability Insurance Policy**
The CSP shall carry Liability Insurance coverage of not less than \$1,000,000 combined single limit, each occurrence, for bodily injury and property damage with the Owner named as Additional Insured.
- B. Environmental / Pollution Liability Policy**
The CSP shall carry Environmental / Pollution Liability coverage, including clean-up and remediation, of not less than \$2,000,000. The environmental coverage could be included as part of the Umbrella Liability Policy.
- C. Comprehensive Auto Liability Policy**
The CSP shall carry Comprehensive Auto Liability coverage of \$500,000 combined single limit for bodily injury and property damage.
- D. Umbrella Liability Policy**
The CSP shall carry Umbrella Liability coverage of not less than \$2,000,000.
- E. Workers Compensation**
The CSP shall carry Workers Compensation coverage in compliance with the laws of the state of Iowa.

F. Certificates of Insurance

CSP shall furnish Owner with Certificates of Insurance as evidence that the policies providing the required coverage and limits are in full force and effect. Certificates of Insurance shall be provided to Owner no later than June 30, 2025. Such policies shall provide that no less than thirty (30) days advance notice will be provided prior to cancellation, termination or alteration of any policies with said advance notice being sent directly to the CSP and Owner.

VIII. COMPENSATION

A. Base Annual Fee

The proposal shall include a Base Annual Fee for the twelve-month period beginning July 1, 2025 and ending June 30, 2026. Proposals shall be valid for up to 90 days, at the Owner's option. The Base Annual Fee shall include the following:

1. Operating Personnel:
These costs include wages, benefits and overtime for certified operators. During the transition period, vacations, emergencies or major projects, and other leave conditions, other CSP and corporate personnel will provide supplemental support. In addition, these costs cover the license fees for the individual operators as well as the training necessary for them to maintain or upgrade their licenses.
2. Supplies / Materials:
These expenses include consumables used in the operation and maintenance of the facilities such as but not limited to vehicle gasoline, tools, vehicle expenses, office supplies, postage, clothing, safety equipment, etc.
3. Communication Services:
These costs include one communication line at each treatment plant (local, long distance, and data / internet) as well as cellular telephone for its operator. The CSP shall also maintain a toll-free answering service for emergencies.
4. Insurance:
The cost for insurance shall include workman's compensation, property damage, comprehensive general liability, pollution liability and vehicle coverage on CSP supplied vehicles and equipment assigned to the facilities.

5. **Administrative & Overhead Costs:**

These costs include indirect, administrative, support and / or overhead costs which cover technical troubleshooting by operations specialists, coordination with regulatory agencies, training, education, travel, operator certification, human resources, legal, clerical support, accounting, purchasing, finance, data processing and other supporting service costs plus expenses incurred by these individuals. In addition, the CSP's management service fee which represents the firm's risk, profit and earnings for this engagement shall be included.

B. Annual Estimated Fee for Chemicals

The proposal shall include an Annual Estimated Fee for Chemicals. This estimated fee includes the cost of chlorine, salt, polyphosphate, sodium permanganate, and bio bugs. This category will be subject to a "true-up" provision that sets an annual estimated amount for these expenditures. Within sixty (60) days of the end of each contract year CSP will provide the Owner with an accounting of the expenditures made for chemicals. If the actual expenditures are less than the Annual Estimated Fee, a refund will be provided with the accounting. If actual expenditures exceeded the Annual Estimated Fee, an invoice will be included which the Owner agrees to pay within thirty (30) days. The Annual Estimated Fee will be subject to the same CPI adjustment that is used to adjust the Base Annual Fee compensation.

C. Annual Estimated Fee for Maintenance & Repair Expenditures

The proposal shall include an Annual Estimated Fee for Maintenance and Repair Expenditures. This estimated fee includes the cost of general maintenance and minor repairs to the water and wastewater facilities that do not exceed \$1,000, but does not include CSP's labor cost, which is included in the Operating Personnel category above. It also does not include major repairs or replacements, which are considered capital outlay items that remain the responsibility of the Owner. "Maintenance" includes routine and / or repetitive activities required or recommended by the equipment manufacturer to maximize the service life of equipment, vehicles, facilities or any component thereof. CSP shall pay for all routine maintenance costs such as parts, seals, bearings, lubricants, packings, hardware, nuts, bolts, fasteners, pipe, fittings, cleaning supplies and electrical repair parts such as relays, fuses and switches. Maintenance management should minimize repair costs so they do not become capital expenditures for the Owner. This amount would be escalated annually using the CPI adjustment that is used to adjust the Base Annual Fee compensation. Any budgeted funds for maintenance that remain unspent at the end of the contract year would be refunded. If maintenance costs exceed Annual Estimated Fee, the CSP will advise the Owner and provide documentation for all expenses over this limit, for which the Owner would be responsible for reimbursement to the CSP.

D. Payment

1. Base Annual Fee

CSP will invoice the Owner one twelfth (1/12) of the Base Annual Fee on a monthly basis. The invoices shall be dated the last day of each month and shall be submitted to the Owner by no later than the 10th of the following month. Payment of the invoices will be made within 30 days of the date on each invoice providing said invoice is received by the Owner within 10 days of the date on invoice. Each invoice will be for the services provided the month ending with the date on said invoice. For example, the invoice dated July 31, 2025, will be for the services provided during the month of July 2025.

2. Estimated Annual Fee for Chemicals

CSP will invoice the Owner one twelfth (1/12) of the Estimated Annual Fee for Chemicals on a monthly basis. The invoices shall be itemized indicating date, quantity and type of chemicals purchased. The invoices shall be dated the last day of each month and shall be submitted to the Owner by no later than the 10th of the following month. Payment of the invoices will be made within 30 days of the date on each invoice providing said invoice is received by the Owner within 10 days of the date on invoice. Each invoice will be for the chemicals obtained during the month ending with the date of said invoice. For example, the invoice dated July 31, 2025, will be for the chemicals purchased during the month of July 2025.

3. Estimated Annual Fee for Maintenance & Repair Expenditures

CSP will invoice the Owner one twelfth (1/12) of the Estimated Annual Fee for Maintenance and Repair Expenditures on a monthly basis. The invoices shall be itemized indicating date, nature and type of maintenance or repair performed, parts, equipment or supplies purchased. The invoices shall be dated the last day of each month and shall be submitted to the Owner by no later than the 10th of the following month. Payment of the invoices will be made within 30 days of the date on each invoice providing said invoice is received by the Owner within 10 days of the date on invoice. Each invoice will be for the maintenance and repair expenditures which occurred during the month ending with the date of said invoice. For example, the invoice dated July 31, 2025, will be for the maintenance and repair expenditures which occurred during the month of July 2025.

E. Annual Adjustments to Compensation

Compensation for future fiscal years shall be to adjust the contract price annually based on the change in the Consumer Price Index (CPI). This compensates CSP for the inflationary changes to the price of the goods and

services it purchases, as well as the increase in wages required for the retention of effective and competent employees. That first adjustment would take place on July 1, 2026, and would be based on the change in the Consumer Price Index (CPI-U) from March 2025 to March 2026. Future cost of living increases would be based on the change from March of the year immediately preceding the year of adjustment and March of the year of adjustment. These CPI changes will be accomplished by a Letter of Acknowledgment which will require formal approval by the Owner. There shall be no other automatic changes to price.

IX. OPERATION AND MAINTENANCE AGREEMENT

A. Development of Operation and Maintenance Agreement

Upon selection of a CSP an Operation and Maintenance Agreement between Owner and CSP shall be drawn up for Owner's Board of Supervisor's review and approval. Unless agreed otherwise, the CSP shall draft the proposed Agreement for initial review and comment by Owner's consultant. The proposed Agreement shall be submitted to the Owner and the Owner's Consultant by no later than June 12, 2025. The Agreement will then be reviewed, negotiated, and modified to the satisfaction of both parties. It is anticipated the Agreement will be approved and signed by the Owner's Board of Supervisors by Monday, June 23, 2025.

B. Contract Provisions

1. Safety

CSP shall stress working safely as a way of operating. CSP shall require OSHA training of all personnel assigned to this engagement. All CSP operating personnel shall be required to attend each year. CSP shall provide its operators with any needed PPE (personal protective equipment including safety shoes, gas monitors, lockout / tagout equipment, safety signage, etc.), conduct quarterly safety meetings, provide safety manuals for each employee and institute a safety incentive program that rewards employees for good safety records.

2. Public Relations

Owner strongly believes in positive public relations and will require the CSP to participate in community programs to educate the users concerning the function of the Owner's water and wastewater treatment system in environmental protection, including tours, group presentations and whatever other reasonable activities may be requested.

The CSP shall regularly, every three (3) months minimum, meet with the water and sewer customers and inquire if they have any concerns,

problems, or other issues pertaining to water quality, flow of water, or water pressure. The CSP shall summarize these discussions in the next subsequent written report to Owner.

3. Use of Facilities

CSP will not be billed for the use of Owner water and / or sewer and solid waste.

4. Change in Operating Conditions

Should the flow of or the quality of water arriving at the treatment plants change significantly, the parties agree to renegotiate the compensation if the changes have resulted in increased (or decreased) costs for CSP. Should changes in regulatory requirements result in a higher cost of treatment; these additional costs would be the responsibility of the Owner until a contract amendment could be implemented.

5. Temporary / Portable Equipment

Any temporary or portable equipment which is provided by CSP during the term of this Agreement, and which is not deemed part of the facilities shall remain the property of CSP upon termination of this Agreement. CSP shall not make any expenditure for capital replacements of the facilities or any component thereof without the prior approval of Owner unless there is an emergency. An emergency exists when such expenditures are necessary to continue operation of Owner's facilities or to provide for public health, safety, or environmental protection. If there is an emergency, CSP shall provide to Owner with verbal notice of the need for the capital replacement expenditure as soon as possible. Owner shall reimburse CSP for such emergency capital replacement expenditures.

C. Terms of Agreement

Term of the Agreement will be three years and is predicted on a tentative July 1, 2025 implementation date. On the expiration date of the original term of the Agreement, the Agreement would automatically be extended for an additional one-year term, unless terminated by either party by giving the other party written notice at least ninety days prior to the normal expiration date.

D. Termination of Agreement

The Agreement shall include provisions that said Agreement may be terminated by either party in the event of the other party's breach of a material term of the Agreement, by the first party's giving written notice of such breach and the second party's failure to correct within thirty (30) days of receipt of such notice.

E. Assignment of Agreement

Neither party shall assign, in whole or in part, any of the rights, obligations or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

X. PROPOSAL FORMAT

A. Cover Letter

Include a Cover Letter showing name of firm / individuals submitting the proposal, business address, contact person's name and title, email address and signature of authorized firm representative responsible for submitting proposal.

B. Table of Contents

Include a Table of Contents of the proposal for reference purposes.

C. Scope of Services

The proposal shall include a Scope of the Services to be provided by the CSP. The Scope of Services should at a minimum include those items identified in Section III of this Request for Proposal. The CSP may expand on the Scope of Services as deemed appropriate. The Scope of Services is subject to the Owner's approval.

D. Proposed Staffing

The proposal shall identify by name the individuals proposed to fulfill this engagement. The qualifications, experience, and credentials / certification of each individual identified shall be included in the proposal. Include a staffing plan that shows how the facilities will be attended on a 7 day per week schedule and the proposed staffing hours and schedule for each facility.

E. Compliance with Regulatory Requirements

CSP shall include in the proposal written documentation that the operator(s) proposed for this engagement meet the Regulatory Requirements as set forth in this Request for Proposals.

F. Qualifications and Experience

The proposal shall include narratives and lists as needed to fulfill the requirements set forth in this Request for Proposal.

G. Compliance with Insurance Requirements

The proposal shall include documentation and /or Certificates of Insurance to demonstrate the CSP can meet the Insurance Requirements as set forth in this Request for Proposal.

H. Compensation

The proposal shall include the proposed fees as identified in this Request for Proposal. Fees shall be provided for the following:

1. Base Annual Fee (Lump Sum)
2. Estimated Annual Fee for Chemicals (Estimated to nearest \$100)
3. Estimated Annual Fee for Maintenance & Repairs (to nearest \$100)

I. Proposed Contractual Provisions

In addition to the Contract Provisions set forth in this Request for Proposal, the CSP shall identify in the proposal any other Contract Provisions anticipated as it pertains to this engagement and any proposed changes to the RFP request.

XI. EVALUATION CRITERIA & PROCESS

A. Evaluation Criteria

The proposals will be evaluated based upon several criteria. The evaluation criteria may include, but not be limited to, the following:

1. Format, Organization and Clarity of Proposal
2. Experience with Similar Types of Engagements
3. Qualifications of Staff Proposed to Perform the Work
4. Past Performance on Previous Similar Engagements
5. Proposed Compensation

B. Evaluation Process

All proposals submitted on time will be reviewed by the Owner. The proposals will be reviewed for thoroughness and compliance with this Request for Proposal. Upon evaluating each proposal based on the criteria identified herein, the Board of Supervisors will then take the proposals under consideration at their Board meeting on Monday, May 5, 2025, or at such other time as they may designate.

- C.** The Owner reserves the right to reject any and all proposals, to extend or amend the RFP process, and to take other action that is in the best interest of the Owner. The Owner is not obligated to award a contract.

XII. PROPOSAL SUBMITTAL PROTOCOL

A. Submittal Deadline

Proposals shall be submitted by no later than 11:00 a.m. on Wednesday, April 30, 2025, in order to be eligible for consideration by Owner.

B. Quantity / Format of Submittal

Four (4) bound hard copies of the proposal along with one electronic copy on flash drive in PDF format of the proposal shall be submitted. All copies of the proposal shall be submitted in an envelope titled **“Proposal for Contract Service Provider (CSP) Operations & Maintenance Services”**.

As an alternative to the paper copy submittal, it is acceptable to email a pdf file of the proposal to the Worth County Board of Supervisors, care of Veenstra & Kimm, Inc. at jpetersburg@v-k.net and copy the email to: rstammer@v-k.net. The proposer will assume all responsibility for successful email transmission by the proposal submittal deadline.

C. Submittal Location

Proposals shall be addressed to Worth County Board of Supervisors, care of Veenstra & Kimm, Inc., 2800 Fourth Street SW, Suite 9, Mason City, Iowa 50401.

D. Requests for Information

All requests for additional information shall be directed to:

Jason Petersburg, P.E.

Veenstra and Kimm, Inc.

jpetersburg@v-k.net

641-421-8008

XIII. ALTERNATIVE INNOVATIVE PROPOSALS

A. Alternative Innovative Proposals

Proposals that are not in complete compliance with this RFP and its requirements will also be considered separately. The Owner wishes to encourage innovation to the extent possible, without violating the DNR prohibition of Affidavit Operation of the wastewater facility.

Alternative proposals may propose alternate contract terms and duration, employment as the Owner’s employee, privatization, operation under a 28E agreement or another agreement format with another government agency, a non-profit group, a rural water district or another entity, or other innovative proposals that may benefit the Owner. Clearly identify and list all areas of the proposal that do not conform to the requirements of this RFP.