



Bay Area Clean Water Agencies

Request for Proposals

Compliance Support for 2024 Nutrient Watershed Permit

October 9, 2024

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Introduction

Bay Area Clean Water Agencies (BACWA) seeks the services of a consulting firm or team (Consultant) for Nutrient Watershed Permit (Watershed Permit) Compliance Support (Project). This Request for Proposals (RFP) includes the information needed for proposal preparation and includes various attachments associated with proposal preparation and contractual requirements, including a sample agreement. The RFP and all attachments describe the scope requirements for the Project.

Background

BACWA is a local government agency created by a joint powers agreement in 1984. Our membership includes local clean water agencies that provide sanitary sewer services to seven million people living in the nine county San Francisco (SF) Bay Area. BACWA was founded, and continues, to assist agencies in carrying out mutually beneficial projects, and to facilitate the development of scientific, economic and other information about the San Francisco Bay environment and the agencies that work to protect it and public health.

Municipal wastewater treatment plants account for about 86 percent of the average dry season total nitrogen load to San Francisco Bay (see Table F-5, [R2-2024-0013](#)). Most of the remaining nitrogen load comes from upstream in the Bay Delta. For over twelve years, BACWA and its members have supported scientific investigations into the impact of nutrient discharges to the SF Bay. Unlike estuaries around the world, the SF Bay has been historically resilient to algal blooms due to high turbidity, tidal mixing, and clam grazing. However, in the summer of 2022, a large harmful algal bloom in SF Bay resulted in a significant fish kill, and a smaller harmful algal bloom reoccurred in the summer of 2023.

The first Nutrient Watershed Permit was issued in 2014 by the San Francisco Bay Regional Water Quality Control Board (Water Board), and required nutrient monitoring and reporting, support for the scientific studies on the impacts of nutrients to the SF Bay, and a special study that identified opportunities for nutrient reductions via optimization, upgrades and sidestream treatment. The second Watershed Permit was issued in 2019, and required continued nutrient monitoring and reporting, increased support for the science, and special studies to identify opportunities for nutrient reductions via recycled water and nature-based systems. Neither of the first two Watershed Permits included requirements for nutrient load reductions (i.e., effluent limitations).

On July 10, 2024, the Water Board issued the third Watershed Permit ([R2-2024-0013](#)), to take effect October 1, 2024, which represents the third phase of this multi-permit effort. The Watershed Permit sets forth requirements for an aggregate dry season total inorganic nitrogen (TIN) load reduction of forty percent, along with a 10-year compliance schedule to

achieve those reductions. The load reductions are allocated to individual agencies based on current performance. Agencies with dry season discharge prohibitions are excluded from the load limitations.

In addition to load limitations, the Watershed Permit requires monitoring and reporting of flows and nutrient loads, reporting of milestones towards compliance with the final limits, and development of a Regional Plan that details efforts to come into compliance with the final effluent limitations and identifies alternatives to achieve lower limits, should they be required in future permits. While the permit includes a compliance schedule with a maximum of 10 years to achieve the final limits, on July 10, 2024 the Water Board approved [Resolution R2-2024-0014](#) concurrent with the Watershed Permit, directing staff to identify regulatory mechanisms to extend the compliance timeline where necessary to support beneficial projects.

More information about BACWA's work to comply with previous Watershed Permits, including Group Annual Reports, and the Special Studies required by the first and second Watershed Permits, can be found on BACWA's [website](#).

Project Description

BACWA is seeking a consultant to provide permit compliance reporting support and to assist with development of a Regional Plan to reduce nutrient loads to SF Bay. The proposer should review the [Watershed Permit](#) to understand the context and requirements of these deliverables which are summarized below:

COMPLIANCE REPORT 1: GROUP ANNUAL REPORTS 2026-2029

The Watershed Permit requires that all permittees either submit their own Annual Report on January 1 of each year, or participate in a group Annual Report to be provided by BACWA, due April 1 of each year. In the past two permit terms all permittees have elected to participate in the Group Annual Report.

On April 1 of each year beginning in 2026, and continuing for a total of four years, the Consultant will provide a Group Annual Report (GAR) to comply with Provision 5.2.2 in the Watershed Permit. BACWA has an existing contract with a consultant to provide the 2025 GAR.

The GAR will include:

- Summary tables depicting the Discharger's annual and monthly flows, nutrient concentrations, and nutrient mass loads, calculated as described in Attachment G section 8.1 (Arithmetic Calculations) of individual NPDES permits. The summary tables shall cover October 1 before the preceding year through September 30 of the

preceding year and the historic data collected since 2012. For example, the April 1, 2026 report will cover October 1, 2024 through September 30, 2025, along with historic data.

- Documentation of each agency’s nutrient loads relative to other facilities that discharge into the same subembayment (i.e., Suisun Bay, San Pablo Bay, Central Bay, South Bay, and Lower South Bay).
- Analysis of nutrient trends and load variability, and assessment as to whether nutrient mass loads are increasing or decreasing.
- A summary of the amount of water recycled annually by the Discharger, the corresponding decrease in the level of nutrients discharged to the Bay, and any updates to future water recycling plans.
- Status and plans for investigation if the trend analysis shows a significant increase in nutrient loading. In such cases, the Discharger shall investigate the cause and provide plans for investigation and report its results.

COMPLIANCE REPORT 2: COMPLIANCE MILESTONE REPORTS 2025-2029

As required by the [State Compliance Schedule Policy](#) the Watershed Permit includes enforceable milestones for each discharger with a final limit, as described in Table 5 of the Watershed Permit and excerpted below. Early actors (defined in Provision 6.3.6) who have already completed or begun construction or implementation of projects to reduce total inorganic nitrogen discharges to San Francisco Bay by October 1, 2024 shall instead provide annual status updates on project implementation.

Each year beginning in 2025, the Consultant will collect and report information from each discharger as required by Table 5 and Provision 6.3.6 of the Watershed Permit. The Consultant will also provide a summary of changes to the project plans and design and construction schedules listed in the previous year’s update and rationale for the changes. Starting with the 2027 report, the summary must identify whether each discharger has a compliance plan in place that will lead to nutrient reductions sufficient to comply with the final effluent limits by October 1, 2034, and, if not, describe the additional actions being pursued.

Compliance Milestones from Table 5 of Watershed Permit

Milestone	Compliance Date
<p>Identify Compliance Alternatives. Dischargers shall identify preliminary alternatives for meeting the final effluent limitations in Table 4. This may include traditional treatment infrastructure, optimization, nature-based solutions, recycled water, trading, or a</p>	<p>April 1, 2025</p>

Milestone	Compliance Date
<p>combination thereof. The submittal shall note whether the identified alternatives require pilot projects.</p> <p>If a Discharger has already identified a compliance pathway (selected alternative or combination of alternatives), the Discharger shall instead describe the compliance pathway, begin implementation, and provide a status update.</p>	
<p>Perform Alternatives Analysis. Dischargers shall evaluate the compliance alternatives and identify which alternative or combination of alternatives (i.e., compliance pathway) best achieves compliance with the final effluent limitations in Table 4.</p> <p>If a Discharger has already identified a compliance pathway, the Discharger shall provide a status update regarding implementation.</p> <p>If a Discharger plans to meet the final effluent limits in Table 4 solely or in part through treatment optimization, it shall include a schedule to complete the optimization portion of the work no later than May 1, 2028, and begin implementation in accordance with its schedule.</p>	April 1, 2026
<p>Submit Compliance Plan. Dischargers shall describe proposed improvements and provide an implementation schedule for major milestones for the compliance pathway identified above, including a schedule for design and construction of improvements.</p> <p>If a Discharger chooses to implement a Multi-Benefit Solution consistent with Provision 6.3.5, it shall submit a governance plan that documents partnerships and a memorandum of understanding or agreement among parties to implement nature-based solutions (e.g., land ownership and funding partnerships) or wastewater recycling (e.g., agreement between wastewater agencies, water purification entity, water contractors).</p>	April 1, 2027 ^[1]
<p>Submit Design Progress Report. If a Discharger intends to implement a capital project, such as sidestream, split-stream, or full-scale treatment, to comply with the final effluent limits in Table 4, it shall provide project details for each capital project, including a project description, estimated nutrient removal from the project, evidence that the planned improvements have moved into the design stage, the percent completion of the design, an updated implementation schedule, estimated capital costs, a financial assessment, and a funding strategy.</p>	April 1, 2028 ^[1]
<p>Submit Design Progress Report and Compliance Update. Dischargers shall summarize their progress toward meeting the final effluent limits in Table 4 and provide a status update regarding implementation of</p>	April 1, 2029 ^[1]

Milestone	Compliance Date
<p>their compliance pathway and an updated implementation schedule. If a Discharger is implementing a capital project, it shall provide a status update on its progress from the previous year, including, at minimum, the percent completion of the design, the status of contract documents used to bid projects, and an updated implementation schedule for the capital project.</p>	

Footnote:

^[1] The compliance date for this task shall be extended by one year if a Discharger experiences significant delays related to (1) the need to conduct pilot studies prior to design, (2) unsuccessful pilot studies that cause the Discharger to change course, (3) the need to develop agreements to pursue water recycling or nature-based solutions, (4) legal challenges, or (5) engineering challenges that are beyond the Discharger’s control. The Discharger shall notify the Executive Officer at least 90 days before the deadline and provide documentation that it satisfies one of the conditions for an extension above.

SPECIAL STUDY: REGIONAL PLANNING TO REDUCE TOTAL INORGANIC NITROGEN LOADS

The Watershed Permit includes Provision 6.3.4 that requires an effort to describe regionwide planning efforts to meet the final effluent limitations. The report will provide a regionwide perspective toward ensuring compliance is achieved as soon as possible. Per the Watershed Permit, the report shall include the following:

- a. Regional schedule that lays out the phasing of identified future projects;
- b. Identification of anticipated capital, operation, and maintenance costs of proposed projects, to the extent feasible for the level of planning;
- c. Description of anticipated financing alternatives and impacts on agency rates (i.e., the cost to the community) associated with the identified projects;
- d. Assessment of the impact of the proposed projects on other regulations or requirements (e.g., air and biosolids regulations);
- e. Identification of nutrient reduction projects that would occur beyond the compliance schedule established in Provision 6.3.3 (with a focus on recycled water and nature-based solution projects) with the potential to reduce baywide total inorganic nitrogen load to below 22,000 kg/day and below 17,600 kg/day (50 percent and 60 percent reduction from 2022 total inorganic nitrogen load); and
- f. Nutrient trading program, if Dischargers seek to engage in trading, consistent with U.S. EPA’s *Water Quality Trading Policy* (January 13, 2003) to facilitate achieving total inorganic nitrogen load reductions in Table 4. The proposed trading program should evaluate baywide and subembayment trading allowances that are supported by the best available science.

Besides the goals described by the Water Board in the Permit, BACWA intends for the Regional Plan to also provide the following benefits:

- Coordination between agencies regarding the timing of construction bids to facilitate a competitive bidding environment.
- Development of a compliance timeline based on actual project schedules that can be used to support a realistic compliance schedule beyond ten years in a future permit, should the Water Board either amend the compliance schedule policy, embark on a TMDL with a compliance schedule, or lower the final permit limits, restarting the 10-year compliance schedule clock.
- A map of anticipated progress over time toward reaching the aggregate Baywide load limitation.
- Project costs and financing considerations to assist in regional fundraising at the regional, state, and federal levels.

BACWA anticipates that if its members wish to develop a trading framework, it will be developed outside of the scope of this project. However, the Regional Plan will provide agency-specific information that could be used to inform such a trading program that would be incorporated in a future Watershed Permit.

The Regional Plan requires the following deliverables, which will be supported by the Consultant:

- **Scoping Plan.** By July 1, 2025, the Dischargers shall, individually or in collaboration with regional stakeholders, submit a Scoping Plan describing the work proposed to develop the Final Report required below.
- **Status Reports.** By July 1, 2026, and again by July 1, 2027, the Dischargers shall submit, or cause to be submitted, a status report describing the tasks completed and preliminary findings.
- **Final Report.** By March 31, 2029, the Dischargers shall submit, or cause to be submitted, a Final Report describing the results of their evaluations.

Scope of Services

BACWA has prepared a scope of services necessary for completion of the Project, and is provided below. This scope of services shall be used as a basis for preparation of the proposal. Additional tasks or modifications to the scope of services that the Consultant feels will produce a more useful and/or cost-effective project should be included in the proposal.

The project is divided into six tasks that are described below:

- Phase 1

- Task 1: Project Management and QA/QC
- Task 2: Group Annual Reports
- Task 3: Compliance Milestone Reports
- Task 4: Regional Plan Scoping Plan
- Phase 2
 - Task 5: Regional Plan Development
 - Task 6: Regional Plan Final Report

It is anticipated that BACWA will initially authorize only the scope of work for Phase 1 (Task 1 through Task 4). Following approval of the Scoping Plan by the Regional Water Board, BACWA will negotiate and approve the scope for Phase 2 (Tasks 5 and 6).

A list of all the participating BACWA Member Agencies is provided in [Attachment A](#). The table in [Attachment A](#) identifies whether each agency is considered a minor (≤ 1 mgd design flow) or major (> 1 mgd design flow) discharger. Only major dischargers with final load limitations are required assist with development of the Regional Plan associated with this RFP, as noted in Attachment A. Some dischargers may elect to perform the studies on their own.

PHASE 1

TASK 1: PROJECT MANAGEMENT AND QA/QC

Task 1.1 – Project Management

Consultant shall control the Project in terms of staffing, budget, schedule and scope, and promote communication within the project team including the participating agencies. The Consultant shall manage the project (including scope, schedule, and budget) by task (Task 1, Task 2, etc.).

BACWA has assembled a Contract Management Group, made up of representatives from our member agencies, that, along with the BACWA Executive Director and BACWA Regulatory Program Manager, will be guiding the work of the Consultant. BACWA's Executive Director or their designee will be the assigned client project manager for this contract. In-person meetings will be conducted in the SF Bay Area at a location to be determined by BACWA.

Items covered under this task include, but are not limited to:

- Kickoff meeting (virtual)
- Monthly meetings with the BACWA Contract Management Group (virtual)
- Twice-yearly progress meetings at the BACWA Executive Board (in-person)
- Annual meetings presenting findings to entire BACWA membership (in-person)
- Scope, budget and schedule management
- Management and coordination of Consultant staff

- Monthly invoicing and progress reports

TASK 2 – GROUP ANNUAL REPORTS 2026-2029

The purpose of this task is to gather and provide analysis of the magnitude and trends in nutrient loads from Publicly Owned Treatment Works (POTWs) to the SF Bay. This task will begin with the reporting associated with the Group Annual Report due April 1, 2026.

Task 2.1 – Data Collection and Review

Consultant shall obtain the previous reporting year's nutrient loading data, covering October 1st to September 30th, from the California Integrated Water Quality System (CIWQS) or from individual participating agencies. The Consultant will identify data gaps and work with BACWA and its member agencies to address these. Note that dischargers are required to report dry season nitrogen concentrations and daily load estimates to CIWQS by October 30th, and dry season load estimates will be due to CIWQS by February 1st following each dry season. Coordination with dischargers will be needed to ensure consistency between the dry season load estimates listed in the Group Annual Report and the values reported to CIWQS. The nutrient load data will be sorted by subembayment to calculate aggregate loads.

Task 2.2 – Data Analysis

Consultant shall compare data from each reporting year to data from previous reporting years, as well as data collected from the Water Code 13267 Letter issued by Regional Water Board Executive Officer (dated March 2, 2012) and compiled by San Francisco Estuary Institute (SFEI). This data has been compiled in previous Group Annual Reports. If significant trends in nutrient loads are observed, the Consultant will solicit information from the permittees to identify the cause of the trends.

Task 2.3 – Reporting

Consultant shall provide TIN loading data from the previous year to BACWA by February 15 of each year to assist BACWA in budgeting the nutrient surcharge (a fee to permittees to pay for support of the science), which is allocated by each agency's proportional contribution to TIN loading. The Consultant will provide draft individual agency data analysis and a summary draft Group Annual Report to permittees and BACWA for review by March 1 of each year and deliver the Final Group Annual Report by March 30 for BACWA to submit to the Regional Water Board by April 1.

TASK 3: COMPLIANCE MILESTONE REPORTS 2025-2029

The purpose of this task is to comply with the requirements for compliance milestone reporting in 2025, 2026, 2027, 2028, and 2029, as described in Provision 6.3.3 and 6.3.6 of the Watershed Permit.

Task 3.1 – Compliance Milestone information collection

The initial steps in the compliance milestone reporting will be to reach out to agencies and determine which ones are subject to the compliance milestone and which are early actors as defined by the Watershed Permit Section 6.3.6. Early actors will be identified in the 2025 report.

The Consultant will develop a template each year that is relevant to the specific permit requirement for that year. The template will be used to collect compliance milestone information from each permittee so consistent responses can be submitted for all agencies. The Consultant shall provide the template for review to the Contract Management Group, and then collect the information from member agencies.

Starting in 2027, the Consultant shall also collect information related to the one-year extensions allowable by Footnote 1 to Table 5 of the Watershed Permit, including which dischargers (if any) qualified for the extension and the date that the discharger provided required documentation to the Executive Officer. The annual compliance schedule report will differ for any dischargers that qualified for the extension.

Task 3.2 – Compliance Milestone Reporting

The Consultant will provide the Compliance Milestone Report to permittees for review by March 1 of each year and deliver the Compliance Milestone Report by March 30 for BACWA to submit to the Regional Water Board by April 1.

TASK 4: REGIONAL PLAN SCOPING PLAN

The purpose of this task is to lay out a proposal for developing a Regional Plan to reduce total inorganic nitrogen loads to SF Bay, and then submit the proposal to the Regional Water Board for approval.

Task 4.1 - Scoping Plan

The Scoping Plan will identify the work necessary to complete the regional planning effort. A large part of this task will be to lay out what information will be gathered from member agencies, versus what additional information will be developed by the Consultant. This consideration will be particularly important for the Regional Plan's requirements for financial/rate analyses, and identification of alternatives for nutrient reductions below the levels identified in the Watershed Permit's final effluent limits. Various agencies will have vastly different levels of existing analyses and information available on these topics. Additionally, as agencies will be rapidly developing their nutrient reduction planning efforts in response to the Watershed Permit, the Consultant will need to have a strategy to stay abreast of evolving agency efforts.

PHASE 2

TASK 5 – REGIONAL PLAN DEVELOPMENT

The purpose of this task is to develop the Regional Plan as required by Provision 6.3.4 of the Watershed Permit. The scope of work for this task will be adjusted based on the approach developed under Task 4 once the Scoping Plan has been approved by the Regional Water Board. The level of effort will depend on how much information will be provided by the agencies versus what will be developed by the Consultant.

Task 5.1 – Regional Schedule

Consultant will work with agencies to understand and document anticipated schedules to complete projects that will reduce nutrients. Part of this task will be to identify where multiple agencies may have overlaps in construction bidding timeframes, and identify areas where agencies may share resources to increase synergies. Consultant will outline anticipated progress toward meeting the Baywide aggregate load limit.

Task 5.2 – Identify costs associated with nutrient reduction

The Consultant will identify the anticipated capital, operation, and maintenance costs of proposed projects, to the extent feasible for the level of planning.

Task 5.3 – Evaluate Financing Alternatives and Impacts on Rates

Consultant will provide a description of anticipated financing alternatives and impacts on agency rates (i.e., the cost to the community) associated with the identified projects.

Task 5.4 – Assess cross-media impacts

Consultant will provide an assessment of the impacts of the proposed projects on other regulations or requirements (e.g., air and biosolids regulations).

Task 5.5 – Identify alternatives to reduce nutrients loads below permit limitations

Consultant will work with permittees to identify conceptual alternatives and costs of nutrient reduction projects that would occur beyond the compliance schedule, with a focus on recycled water and nature-based solution projects. These projects would further reduce aggregate TIN loading to below 22,000 kg/day and below 17,600 kg/day (50 percent and 60 percent reduction from 2022 total inorganic nitrogen load).

Task 5.6 – Progress Reporting

Consultant will develop progress reports on this effort to be reviewed by BACWA and submitted to the Water Board by July 1, 2026, and again by July 1, 2027.

TASK 6 – REGIONAL PLAN FINAL REPORT

The purpose of this task is to develop a draft and final Regional Plan report.

Task 6.1 – Draft Report

Consultant shall prepare an annotated report outline for review and approval as the first step under this Task.

The Draft Report will be released to the participating agencies for a 30-day comment period.

Task 6.2 – Final Report

Following the comment period, the Consultant will work with BACWA to finalize the Report for submission to the Regional Water Board by March 31, 2029. After review by the Regional Water Board, the Final Report may require modification.

Project Schedule

The project shall be completed based on the major milestones as provided below.

Major Milestone	Date
Notice to Proceed	December 6, 2024
Task 1: Project Management <ul style="list-style-type: none"> • Contract Management Group meetings • Update to BACWA Executive Board • Update to BACWA membership 	<ul style="list-style-type: none"> • Monthly • 2x per year • 1x per year
Task 2: Group Annual Report due	April 1, 2026; April 1, 2027; April 1, 2028; April 1, 2029
Task 3: Compliance Milestone Report due	April 1, 2025; April, 1 2026; April 1, 2027; April 1, 2028; April, 1 2029
Task 4: Regional Plan Scoping Plan	July 1, 2025
Task 5.6: Regional Plan Development - Progress Reporting	July 1, 2026; July 1, 2027
Task 6: Regional Plan Final Report	March 31, 2029

Organization and Content of the Proposal

Suggested proposal outline.

Section	Contents
Cover Letter	Transmittal
1	Identification of Proposer
2	Project Understanding
3	Project Approach
4	Project Team and Qualifications
5	Project Experience
6	Project Schedule
7	Fee Estimate (Separate)
8	Exceptions to Contract Terms and Conditions
A	Resumes of Key Staff

Section 1: Identification of Proposer

Clearly list the following information for your firm: company name, address, phone number, and main contact person with title and email address.

Section 2: Project Understanding (maximum 2 pages)

Provide a description of your firm's understanding of the project, such as its purpose and any noteworthy project challenges that your firm foresees in completing the project and how you would propose to address them.

Section 3: Project Approach (maximum 10 pages)

(Note: If accepted by BACWA, this Section (or a mutually agreed upon, modified version) will be inserted into the Consulting Services Contract between BACWA and the selected Proposer/Consultant.)

Use the information provided in this RFP to provide a detailed description of your approach and proposed tasks for completing the desired services. Describe the tasks that you see as necessary to complete the work of this RFP, meet the BACWA's goals and objectives, and satisfy the requirements of the Agreement.

Describe how you will provide the requested services and how you will flexibly staff the project given the various tasks. Describe how your firm's and sub-consultant's project members will interface with one another. Outline the methods and controls by which your firm will manage and complete the tasks as described in this RFP.

Discuss the specific tasks that you may require from BACWA and participating agencies. Explain how your firm's staff and BACWA and its members will interface.

Separately identify any additional optional tasks not identified in this RFP that are proposed by your firm to complement Tasks 1-6. Do not include optional tasks within Tasks 1-6; break them out separately (Task 7, 8, etc.).

Section 4: Project Team and Qualifications (maximum 5 pages)

Describe the proposed team organization (include an organizational chart); the specific role of key staff members; and how BACWA will be involved with the proposed team. Specifically list the names and titles of the firm's key staff that will participate on the Project and indicate the portion of the time that key staff will be available to work on the Project. Describe prior projects where key team members have worked together. Describe the manner in which key team members interfaced with each other and with the owners of prior projects. For each key project team member, describe their level of experience with similar projects (include resumes in the Proposal Appendix).

If sub-consultants will make up part of the project team, indicate the role and responsibility of each sub-consultant; how the sub-consultant will be managed; and how the sub-consultant will interface with BACWA. Provide the following information for sub-consultants: company name, address, phone number, fax number, and main contact person.

Section 5: Project Experience (maximum 6 pages)

Describe the length of time that the firm has provided the services requested in this RFP and prior clients that have received such services. Summarize recent experience gained from other projects that are specifically relevant to the subject project.

*Include four (4) references for relevant and related projects over the last seven (7) years. The references shall include the following: owner name; contact person with email and phone number; project name; date of project commencement and completion; project location; contract amount; brief project description; and a description of the services provided by your firm.

Section 6: Project Schedule

Include a proposed project schedule listing major milestones for the project from project kick-off, through and including, interim milestones and final deliverables.

Section 7: Level of Effort

Include a spreadsheet that details the Proposer's/Consultant's Estimated Work Effort. The Estimated Work Effort shall list the number of hours with employee title/category that will be devoted to each task and/or subtask described in the Scope of Work (Approach to the Work) submitted by the Proposer/Consultant. Proposals should contain estimated labor hours allocated to all the tasks in this RFP, including the level of seniority of staff assigned to each task. The Estimated Work Effort, if accepted by BACWA, will form the basis of the Consultant's Fee (Part F – Fee Proposal, separate document).

Note: The Estimated Work Effort shall not include or otherwise indicate the Consultant's hourly rates or total cost. The Estimated Work Effort will be used to assess the amount of time required to complete the desired services, not the cost.

Section 8: Fee Estimate (To be submitted separately)

Submit a Fee Proposal which shall be used for billing under this contract. The Fee Proposal shall be submitted as a separate document, clearly marked as the Fee Proposal. Fee Proposals will be considered sealed and will not be reviewed as part of the qualifications-based selection process.

The Fee Proposal shall include all costs required to complete the "Work" for this contract. The "Work" shall address Phase 1: Tasks 1-4. The fee for Phase 2: Tasks 5 and 6 will be negotiated following Water Board approval of the Scoping Plan. The fee proposal shall specifically include the following:

- a. An itemized list of all tasks required for the completion of the Work. Breakdown by task (Task 1, Task 2, etc.) is required as budget will be tracked on a per-task basis. Breakdown by subtask (Task 3.1, 3.2, etc.) is optional.
- b. A list of all involved personnel (name, title, and/or employee category) with proposed hours and hourly rate for each.
- c. Indicate the use of any sub-consultants (if applicable). Include the sub-consultant's name, employee names with titles and/or employee categories, labor hours, and cost.
- d. Indicate the markup on sub-consultants and all other costs.

- e. Include all required costs required to make a complete project, i.e. labor hours, technology charges, etc. in an itemized format.
- f. Indicate the overall not-to-exceed total cost for the work.

*Note: The Fee Proposal will be reviewed after the evaluation of the Proposals based on the selection criteria is complete and will not be considered as part of the selection process. The purpose of the fee proposal is to inform eventual contract negotiations for the successful Proposal. The final Fee Proposal cost is subject to approval and acceptance by BACWA.

Section 9: Exceptions to Contract Terms and Provisions

Clearly indicate any exceptions to BACWA’s RFP and/or Contract documents. Any exceptions or changes will require review by BACWA’s Legal Counsel and are subject to Board review and approval. Any changes may delay the project if not identified with the submission of this proposal.

Appendix A: Resumes of Key Staff (maximum 2 pages per staff person)

Provide resumes of key staff, including subconsultants.

Contract Negotiations

As described above, the contract will be based on a two-phased negotiation. The first phase will include the development of Phase 1 including Tasks 1 through 4. Once the Scoping Plan is accepted by the Regional Water Board, the contract will then be amended based the level of effort required for Phase 2 (Tasks 5 and 6). Optional tasks may be authorized in either phase.

Proposal Evaluation Criteria

Criteria	Points
Project approach – Setting objectives and developing plan to collect and generate information	30
Expertise of proposed team in nutrient removal/regional planning/finance	25
Principal in Charge/Project Manager – Availability and responsiveness	15
Relevant firm experience and understanding of the permittees’ opportunities and challenges	15
Level of Effort – Appropriate distribution of labor resources	10
Proposed Schedule	5
Total	100

Terms and Conditions

Proposal Costs

The cost for developing the proposal shall be the sole responsibility of the Proposer. BACWA shall not be responsible for any costs to develop proposals.

Proposals to Remain Open

The Proposer shall guarantee its proposal for a period of ninety (90) calendar days from the proposal due date.

Withdrawal of Proposal

Proposals may be withdrawn at any time prior to date/time established in this RFP for receipt of Proposals and only by written request for the withdrawal of the Proposal filed with BACWA. The request shall be executed by the Proposer or its duly authorized representative. The withdrawal of the Proposal does not prejudice the right of the Proposer to file a new Proposal. Proposals will not be received after the specified due date and time, and no Proposal may be withdrawn after the specified due date and time established in this RFP.

Owner's Right Reserved

The RFP does not commit BACWA to award an Agreement. BACWA, at its sole discretion, reserves the right to accept or reject any or all Proposals received, to waive any informality in a Proposal, to interview any and all firms submitting Proposals, to negotiate with any qualified Proposer, to amend the RFP prior to the Proposal due date, or to cancel the RFP in part or completely. All Proposals will become the property of BACWA. If any proprietary information is contained in the Proposal, it should be clearly identified.

BACWA may contact any Consultant to clarify a response and/or contact any of the Consultant's references during the evaluation and review period. BACWA will make a selection based upon the Evaluation Criteria which establishes the greatest overall value of the professional services to BACWA.

Execution of the Agreement

Upon final selection of a Consultant, staff will issue a Notice of Award and Agreement documents to the Consultant for signature. The Consultant selected for the Work shall enter into an Agreement with BACWA and furnish the required insurance certificates with endorsements within fourteen (14) calendar days after receipt of the Agreement and Notice of Award.

Questions and Other Requests for Information

All questions and requests for information regarding this RFP or the Project shall be directed in writing, via email, to Lorien Fono at lfono@bacwa.org. Questions shall be submitted by October 17, 2024 and answers will be distributed to all Proposers by October 22, 2024.

Proposal Due Date

All proposals will be submitted via email to Lorien Fono at lfono@bacwa.org by 5:00 pm on November 6, 2024.

Proposals will be evaluated and ranked based on the criteria provided above, by a selection committee made up of BACWA staff and BACWA members. BACWA may make a selection based on the written proposals, or may hold interviews. If BACWA elects to hold interviews, they will be held via teleconference no sooner than the week of November 18, 2024.

Attachment A – Discharger Information

A listing of all Watershed Permittees and whether they are considered minor (<1 mgd) or major (>1 mgd) dischargers is provided in Table 1 of the Nutrient Watershed Permit and excerpted below. All the listed dischargers must participate in group annual reporting (Task 1 of the RFP). The fifth column (“Effluent Limits, Y/N”) indicates whether the discharger has effluent limitations listed in Table 4 of the Permit, which further requires participation in Compliance Milestone Reporting (Task 2 of the RFP) and development of the Regional Plan (Tasks 4, 5 and 6 of this RFP).

Discharger	Facility Name	Facility Address	Minor/ Major	Effluent Limits (Y/N)
American Canyon, City of	Wastewater Treatment and Reclamation Facility	151 Mezzetta Court American Canyon, CA 94503	Major	Y
Benicia, City of	Benicia Wastewater Treatment Plant	614 East Fifth Street Benicia, CA 94510	Major	Y
Burlingame, City of	Burlingame Wastewater Treatment Plant	1103 Airport Boulevard Burlingame, CA 94010	Major	Y
Central Contra Costa Sanitary District	Central Contra Costa Sanitary District Wastewater Treatment Plant	5019 Imhoff Place Martinez, CA 94553	Major	Y
Central Marin Sanitation Agency	Central Marin Sanitation Agency Wastewater Treatment Plant	1301 Andersen Drive San Rafael, CA 94901	Major	Y
Crockett Community Services District	Port Costa Wastewater Treatment Plant	End of Canyon Lake Drive Port Costa, CA 94569	Minor	Y
Delta Diablo	Delta Diablo Wastewater Treatment Plant	2500 Pittsburg-Antioch Highway Antioch, CA 94509	Major	Y
East Bay Dischargers Authority (EBDA); Cities of Hayward and San Leandro; Oro Loma Sanitary District; Castro Valley Sanitary District; Union Sanitary District; East Bay Regional Parks District; Livermore-Amador Valley Water Management Agency; Dublin	EBDA Common Outfall	EBDA Common Outfall 14150 Monarch Bay Drive San Leandro, CA 94577	Major	Y
	Hayward Water Pollution Control Facility			
	San Leandro Water Pollution Control Plant			
	Oro Loma/Castro Valley Sanitary Districts Water Pollution Control Plant			
	Raymond A. Boege Alvarado Wastewater Treatment Plant			
Livermore-Amador Valley Water Management Agency Export and Storage Facilities				

Discharger	Facility Name	Facility Address	Minor/ Major	Effluent Limits (Y/N)
Ramon Services District; and City of Livermore	Dublin San Ramon Services District Wastewater Treatment Plant			
	City of Livermore Water Reclamation Plant			
East Bay Municipal Utility District	East Bay Municipal Utility District, Special District No. 1 Wastewater Treatment Plant	2020 Wake Avenue Oakland, CA 94607	Major	Y
Fairfield-Suisun Sewer District	Fairfield-Suisun Wastewater Treatment Plant	1010 Chadbourne Road Fairfield, CA 94534	Major	Y
Las Gallinas Valley Sanitary District	Las Gallinas Valley Sanitary District Sewage Treatment Plant	300 Smith Ranch Road San Rafael, CA 94903	Major	N
Marin County (Paradise Cove), Sanitary District No. 5 of	Paradise Cove Treatment Plant	3700 Paradise Drive Tiburon, CA 94920	Minor	Y
Marin County (Tiburon), Sanitary District No. 5 of	Wastewater Treatment Plant	2001 Paradise Drive Tiburon, CA 94920	Minor	Y
Millbrae, City of	Water Pollution Control Plant	400 East Millbrae Avenue Millbrae, CA 94030	Major	Y
Mt. View Sanitary District	Mt. View Sanitary District Wastewater Treatment Plant	3800 Arthur Road Martinez, CA 94553	Major	Y
Napa Sanitation District	Soscol Water Recycling Facility	1515 Soscol Ferry Road Napa, CA 94558	Major	N
Novato Sanitary District	Novato Sanitary District Wastewater Treatment Plant	500 Davidson Street Novato, CA 94945	Major	Y
Palo Alto, City of	Palo Alto Regional Water Quality Control Plant	2501 Embarcadero Way Palo Alto, CA 94303	Major	Y
Petaluma, City of	Municipal Wastewater Treatment Plant	3890 Cypress Drive Petaluma, CA 94954	Major	N
Pinole, City of	Pinole-Hercules Water Pollution Control Plant	11 Tennent Avenue Pinole, CA, 94564	Major	Y
Rodeo Sanitary District	Rodeo Sanitary District Water Pollution Control Facility	800 San Pablo Avenue Rodeo, CA 94572	Major	Y
San Francisco (San Francisco International Airport), City and County of	Mel Leong Treatment Plant, Sanitary Plant	Bldg. 924 Clearwater Drive San Francisco, CA 94128	Major	Y

Discharger	Facility Name	Facility Address	Minor/ Major	Effluent Limits (Y/N)
San Francisco (Southeast Plant), City and County of	Southeast Water Pollution Control Plant	750 Phelps Street San Francisco, CA 94124	Major	Y
San Jose and Santa Clara, Cities of	San Jose/Santa Clara Water Pollution Control Plant	700 Los Esteros Road San Jose, CA 95134	Major	Y
San Mateo, City of	City of San Mateo Wastewater Treatment Plant	2050 Detroit Drive San Mateo, CA 94404	Major	Y
Sausalito-Marín City Sanitary District	Sausalito-Marín City Sanitary District Wastewater Treatment Plant	1 East Road Sausalito, CA 94965	Major	Y
Sewerage Agency of Southern Marin	Sewerage Agency of Southern Marin Wastewater Treatment Plant	450 Sycamore Avenue Mill Valley, CA 94941	Major	Y
Silicon Valley Clean Water	Silicon Valley Clean Water Wastewater Treatment Plant	1400 Radio Road Redwood City, CA 94065	Major	Y
Sonoma Valley County Sanitation District	Municipal Wastewater Treatment Plant	22675 8th Street East Sonoma, CA 95476	Major	N
South San Francisco and San Bruno, Cities of	South San Francisco and San Bruno Water Quality Control Plant	195 Belle Air Road South San Francisco, CA 94080	Major	Y
Sunnyvale, City of	Sunnyvale Water Pollution Control Plant	1444 Borregas Avenue, Sunnyvale, CA 94089	Major	Y
Treasure Island Development Authority	Treasure Island Wastewater Treatment Plant	1220 Avenue M San Francisco, CA 94130	Major	Y
Vallejo Flood and Wastewater District	Vallejo Flood and Wastewater District Wastewater Treatment Plant	450 Ryder Street Vallejo, CA 94590	Major	Y
West County Agency; West County Wastewater District; City of Richmond; and Richmond Municipal Sewer District	West County Agency Combined Outfall	2910 Hilltop Drive Richmond, CA 94806	Major	Y
	West County Wastewater District Treatment Plant			
	Richmond Municipal Sewer District Water Pollution Control Plant			

Attachment B – Standard Contract

BAY AREA CLEAN WATER AGENCIES PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT, effective [Click here to enter a date.](#), is between Bay Area Clean Water Agencies (“BACWA”), a joint powers agency which exists as a public entity separate and apart from its Member Agencies, created January 4, 1984 by a Joint Powers Agreement between Central Contra Costa Sanitary District, East Bay Dischargers Association, East Bay Municipal Utility District, the City and County of San Francisco and the City of San Jose, with a mailing address of P.O. Box 24055, MS 702, Oakland, CA 94623, and [Click here to enter text.](#) (“Consultant”), a [Choose an item.](#) doing business at [Click here to enter text.](#) for professional services as described in any Exhibit A attached hereto.

In consideration of the mutual covenants, stipulations and agreements, the parties agree as follows:

Description and Standard of Services to be Performed

1. Consultant will perform the Services as described by and in accordance with [Exhibit A](#) in a manner acceptable to BACWA.
2. Consultant shall not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities (“Subconsultants”) to perform the Services without the prior written approval of BACWA. If Consultant and BACWA agree that Subconsultants shall be used, Consultant shall ensure Subconsultants’ compliance with all the terms and conditions of this agreement.
3. Consultant will exercise that degree of care in performing the Services in accordance with that prevailing among firms of comparable standing in the State of California (“Professional Standard”). Consultant will promptly correct or re-perform those Services not meeting the Professional Standard without additional compensation.
4. Consultant warrants that it is fully licensed, registered and otherwise fully authorized to perform the Services in the State of California to the extent applicable law requires such licensure, registration or authorization.
5. BACWA’s review, approval, acceptance, use, or payment for all or any part of the Services hereunder will not alter the Consultant’s obligations or BACWA’s rights hereunder, and will not excuse or diminish Consultant’s responsibility for performing all Services consistent with this Contract.

Payment for Services

6. BACWA will pay Consultant based on the rates in [Exhibit B](#), up to a maximum amount payable of [Click here to enter text.](#) Consultant will not exceed the maximum amount payable without obtaining prior written approval from BACWA.
7. Consultant shall submit invoices monthly. Invoices shall include the hours charged by each employee, a brief description of the work performed, and a description of costs for which Consultant seeks reimbursement and which are specified in [Exhibit B](#).
8. Payments under this Contract will be due thirty (30) days after BACWA’s receipt of invoices. BACWA may withhold from any progress or final payment any damages, backcharges or claims incurred or anticipated by BACWA to the extent caused by Consultant.

Document Ownership and Retention

9. Consultant will maintain all financial records relating to this Contract in accordance with generally accepted accounting principles and for at least three years following termination of this Contract. Consultant will grant BACWA and its representatives access upon request to all such records and all

other books, documents, papers, drawings, and writings of Consultant that refer or relate to this Contract.

10. All drawings, specifications, reports, programs, manuals, and other work product of Consultant that result from this Contract (“Work Product”) will be considered the exclusive property of BACWA. Consultant agrees that it will not use, disclose, communicate, publish or otherwise make available to third parties any products, analyses, data, compilations, studies, proposals, technical or business information, and any other information related to the Services provided to BACWA without BACWA’s prior written approval.

Indemnification

11. To the fullest extent allowed by law, Consultant will indemnify, hold harmless, reimburse and defend BACWA, its Member Agencies, and each of their officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties, including but not limited to reasonable attorneys’ and expert witnesses’ fees, arising out of or relating to the Services but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Contract.

Insurance

12. Consultant will purchase and maintain, at Consultant’s expense, the following types of insurance, covering Consultant, its employees and agents:
 - a. Workers’ Compensation Insurance as required by law, subject to a waiver of subrogation in favor of BACWA;
 - b. Employers Liability Insurance with a per accident value at \$1,000,000, Policy Limit of \$1,000,000 and Each Employee of \$1,000,000, subject to a waiver of subrogation in favor of BACWA.
 - c. Comprehensive General Liability Insurance covering personal injury and property damage with a combined single limit, or the equivalent, of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate, and naming BACWA as an additional insured.
 - d. Business Automobile Liability Insurance with combined single limit coverage of not less than \$1,000,000.00 aggregate for each claim, incident, or occurrence; and naming BACWA as an additional insured.

Assignment

13. Consultant will not assign or transfer any of its interest in this Contract, in whole or in part, without the prior written consent of BACWA. BACWA may assign this Contract and any rights relating to this Contract (including but not limited to its right to assert claims and defenses against Consultant) at BACWA’s discretion.

Independent Contractor

14. Consultant will perform the Services as an independent contractor. Although Consultant will perform its Services for the benefit of BACWA, and although BACWA reserves the right to determine the schedule for the Services and to evaluate the quality of the completed performance, BACWA does not control the means or methods of Consultant's performance. Consultant is solely responsible for determining the appropriate means and methods of performing the Services, and Consultant's liability will not be diminished by any review, approval, acceptance, use or payment for the same by BACWA or any other party.

Termination of Contract; Suspension of Services

15. This contract shall automatically terminate on [Click here to enter a date](#).. Either party may also terminate this Contract in whole or in part at any time for its convenience. For a termination for convenience, the termination will be effective thirty (30) days following receipt of a written notice of termination by one party from the other. BACWA may terminate this Contract in whole or in part for cause, in which event the termination will be effective ten (10) days after Consultant's receipt of BACWA's written notice and Consultant's failure during that period to cure the default.

Dispute Resolution

16. Consultant will give prompt written notice to BACWA of any claim, dispute or other matter in question, but in no event will Consultant give such notice later than ten (10) days after Consultant's becoming aware of the event or circumstance giving rise to the claim, dispute or matter in question.
17. All claims, disputes and other matters in question between BACWA and Consultant arising out of or relating to this Contract will be subject to alternative dispute resolution. If both parties agree to arbitration it will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Notice of the demand for arbitration will be filed in writing with the other party to this Contract and with the American Arbitration Association. Any arbitration arising out of or relating to this Contract will include, by consolidation, joinder or joint filing, any other person or entity not a party to this Contract that is substantially involved in a common issue of law or fact and whose involvement in the consolidated arbitration is necessary to achieve a final resolution of a matter in controversy therein. This agreement to arbitrate will be specifically enforceable by any court with jurisdiction thereof.
18. A demand for dispute resolution by either party will be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event will it be made after the date when institution of court litigation based on such claim, dispute or other matter in question would be barred by the applicable period of limitations. For all claims by BACWA against Consultant, the applicable period of limitations will not commence to run, and any alleged cause of action will not be deemed to have accrued (whether such action is based on negligence, strict liability, indemnity, intentional tort or other tort, breach of contract, breach of implied or express warranty, or any other legal or equitable theory), unless and until BACWA is fully aware of all three of the following: (1) the identity of the party(ies) responsible, (2) the magnitude of the damage or injury and (3) the cause(s) of the damage or injury. The contractual limitations period and discovery rule provided herein applies in lieu of any otherwise applicable statute or related case law.
19. The failure of either party to enforce any provision of this Contract will not constitute a waiver by that party of that or any other provision of this Contract.

Severability

20. BACWA and Consultant agree that if any term or provision of this Contract is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Contract remain unaffected, then the validity of the remaining terms and provisions

will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

Survival

21. All rights and obligations set out in this Contract and arising hereunder will survive the termination of this Contract (i) as to the parties' rights and obligations that arose prior to such termination and (ii) as is necessary to give effect to rights and obligations that arise after such termination but derive from a breach or performance failure that occurred prior to the termination.

This Contract constitutes the entire, legally binding contract between the parties regarding its subject matter. No waiver, consent, modification or change of terms of this Contract is binding unless in writing and signed by both parties.

The following documents are incorporated into and made a part of this Contract. Any conflicts between these documents and this Contract will be resolved in favor of this Contract.

- Exhibit A – Scope of Work
- Exhibit B – Hourly Rates/Reimbursable Expenses

CONSULTANT: _____ [Click here to enter text.](#)

_____ [Click here to enter text.](#)
Street Address

_____ [Click here to enter text.](#)
City, State, Zip Code

_____ [Click here to enter text.](#)
Tax Identification No.

_____ [Click here to enter a date.](#)
Consultant Signature *Date*

_____ [Click here to enter text.](#)
Name, Title

_____ [Click here to enter a date.](#)
BACWA Signature *Date*

_____ [Click here to enter text.](#)
Name, Title

EXHIBIT A

SCOPE OF WORK

Professional Services by [Click here to enter text.](#)
Fiscal Year [Click here to enter text.](#)

[Click here to enter text.](#) will provide professional services to Bay Area Clean Water Agencies (BACWA) for the following activities, the costs of which are **not to exceed** [Click here to enter text.](#):

EXHIBIT B

HOURLY RATES/REIMBURSABLE EXPENSES

Consultant

Click here to enter text.

Click here to enter text.

Hourly Rate

Click here to enter text.

Click here to enter text.