

**CALIFORNIA ASSOCIATION OF SANITATION AGENCIES
CLIMATE CHANGE COORDINATOR
REQUEST FOR PROPOSALS**

CLARIFICATION – July 2, 2009

Page 9 of 20, Section 4: Experience/References

The ten (10) most significant regulatory efforts limited to one (1) page each can be included in the proposal as an attachment and will not be considered as part of the ten (10) page proposal maximum.

Catherine Smith, Executive Director

California Association of Sanitation Agencies

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES**

to support the California Wastewater Climate Change Group

June 23, 2009

TABLE OF CONTENTS

	<u>Page</u>
I. Introduction / Background	3
II. Project Description	4
III. Consultant Selection Schedule	4
IV. Information and Materials Provided to the Consultants	5
V. Scope of Services / Scope of Work	5
VI. Contents of Proposals (RFP Requirements)	7
VII. Rate Information	10
VIII. Proposal (RFP) Submittals	11
IX. Evaluation Criteria	11
X. Selection and Approval Process	12

Attachment A. Sample Contract from CASA
Attachment B. Sample Task Order Form
Attachment C. Example Rate Information
Attachment D. Evaluation Criteria

I. INTRODUCTION / BACKGROUND

I.1. Introduction

The California Association of Sanitation Agencies (CASA) is seeking a consultant with experience in regulatory, permit and communications issues pertaining to Climate Change (CC) and its effects on the wastewater industry to provide support to the California Wastewater Climate Change Group (CWCCG). A consultant is needed to represent California POTWs on CC issues and to enhance the wastewater industry's leadership position in environmental stewardship related to CC. The CWCCG collective members are also members of CASA, the Bay Area Clean Water Association (BACWA), Central Valley Clean Water Agencies (CVCWA), and Southern California Association of POTWs (SCAP). CWCCG will be the agent for these associations in selecting and directing work of the specialized consultant. A Core Steering Committee (CSC) consisting of one individual representing BACWA, CVCWA and SCAP, together with the CASA Executive Director, CASA Biosolids Program Manager and CASA Director of Legal and Regulatory Affairs will direct the day to day activities of the consultant under a CASA contract as described below and by the sample contract (Attachment A).

I.2. Background

Wastewater utilities, or Publicly Owned Treatment Works (POTWs), collect and treat wastewater and discharge or reuse treated effluent and solid materials in compliance with waste discharge requirements and air district permit conditions. POTWs provide an essential public service that protects the public's health and safety, and are charged to do so at the lowest reasonable cost to the community. During the last two years, California wastewater utilities and POTWs have participated in the CWCCG, developing protocols for monitoring and reporting greenhouse gas (GHG) emissions consistent with the requirements of AB32. The CWCCG has also submitted comment letters on CC related regulations that are adopted by the California Air Resources Board (CARB), State Water Resources Control Board, California Integrated Waste Management Board, Regional Water Quality Control Boards, and local Air Pollution Control agencies, and other State, federal, regional, and local regulatory agencies.

The scientific community and general public have become aware of the global warming issue, which has influenced political leaders to provide leadership relative to climate change. Chief among these efforts is the implementation of AB 32, The California Global Warming Solutions Act of 2006. There are many state, regional and local initiatives and other efforts to analyze and support CC issues including the Western Climate Initiative. Collectively, the regulatory activities that will result from these efforts will dramatically and permanently change permit requirements and capital and operating costs of POTWs.

Climate change policy and regulations have the potential to reach all facets of POTWs operations and management. California's POTWs need to have a coordinated focus and voice on these issues as they develop. The CWCCG is already recognized by the CARB and other

CalEPA agencies. With a broadening of the potential for climate change regulations and policies, CWCCG will also broaden its scope at the same time as it continues to be the venue for California wastewater to engage in climate change policy and regulation development. The responsibilities of POTWs involve complex agreements for collection and treatment of wastewater and related materials. New CC regulations will impose additional responsibilities and fees, which may also force rates higher.

II. PROJECT DESCRIPTION

The selected consultant will have key staff/participant that possesses relevant experience and ability to represent the CWCCG with regulatory agencies, and appropriate supporting agency staff. The selected consultant will be expected to provide technical and communications support in analyses, review, representation, communications, and/or related work relative to CC regulations that may affect the POTWs. Due to the anticipated intense and high-visibility nature of communications between the selected Consultant and regulatory agencies, close proximity of the Consultant's office to Sacramento is considered an asset to the Consultant's representation of CWCCG interests.

Work will be assigned by Task Orders issued by the CWCCG Core Steering Committee (CSC) members and confirmed by CASA. Deliverables will include, but may not necessarily be limited to, timely summaries of impacts regarding pending regulations, and use of effective and respected relationships with CARB staff and management to articulate oral and written communications skills. A history of such activities is a necessary part of the experience required to assist the CWCCG in addressing POTW interests.

The primary requirement of this RFP is designation of key staff/participant as the primary person who would be responsive to the CWCCG CSC and responsible for representing the CWCCG and California wastewater industry before regulatory bodies. Such individual would already be recognized by State and Federal CC-related regulatory agencies as an experienced expert, and would be responsible for most contacts and lead most meetings with the various CC-related regulatory agencies. Regional and local representation may or may not be required of the same individual, although regionally and locally recognized expertise would be required. The ability to provide clear and concise testimony before regulatory bodies that reflects the wastewater industry position is of paramount importance.

III. CONSULTANT SELECTION SCHEDULE

The following table contains the anticipated dates of activities involved with the Consultant selection:

Milestone	Dates
Issue RFP	Monday, June 22, 2009
Proposal Due	Friday, July 10, 2009
CWCCG/CASA Approval of Short List	Friday, July 17, 2009
Short List Notified of Interview	Tuesday, July 21, 2009
First Interview(s) / Negotiations	Monday, July 27, 2009
Final Selection Decision	Friday, August 7, 2009
Approval of Consultant Selection	Wednesday, August 12, 2009

Timing

The scope of work described herein is expected to extend services over approximately twelve (12) months, with two (2) renewable terms of twelve (12) months each.

IV. INFORMATION AND MATERIALS PROVIDED TO THE CONSULTANTS

The following attachments are provided for assistance in responding to this RFP:

- Sample CASA Personal Services Contract
- Sample Task Order Form
- Evaluation Criteria

V. SCOPE OF SERVICES / SCOPE OF WORK

The CONSULTANT will assist the CWCCG to address CC regulatory and related issues affecting POTWs. CONSULTANT shall undertake tasks at the direction of the CSC in support of the CWCCG. CONSULTANT shall report to the CASA Executive Director, Catherine Smith, for payment of work done through task orders prepared by the CSC.

The following characteristics are desirable in regard to local, regional, state-wide, and federal capabilities:

- Be **technically knowledgeable** about wastewater treatment, water and biosolids reuse, cross media issues and resultant air emissions
- Possess **excellent communication skills** including clear and concise writing and clear, articulate verbal skills, especially before regulatory bodies
- Be highly aware of and experienced in working with local, state, and federal regulatory and legislative units; and **have access** to these units for the purpose of educating decision makers and their key staff members on issues regarding climate change
- Be located in **close proximity** to the Sacramento metropolitan area to maximize face-to-face discussions with State of California agencies and to minimize travel

- Be highly experienced and motivated to **track and analyze** climate change policies, attend/participate in regulatory workshops, and report to the group on significant developments in climate change regulation and legislation that affect POTWs
- Be experienced and motivated to **discuss issues with and accept direction from a wastewater industry organization**
- Be highly experienced in drafting **comments and position letters** on proposed regulations, policies, and legislation
- Be highly experienced and capable of **facilitating routine and ad hoc meetings**, including **conference call** capabilities, and drafting of meeting notes or summaries

CONSULTANT will perform work only as a result of accomplishing Task Orders (TOs) issued by the CSC. TOs will have the generic form as presented in Attachment B.

Task 1 - Meetings with the CWCCG

CONSULTANT will meet monthly with the CWCCG (usually following Monthly Tri-TAC Meeting) to:

- present information on current climate change regulatory issues
- facilitate discussions between members
- identify follow-up action items

The CSC will rotate responsibilities for leading monthly and other meetings. CONSULTANT will be responsible to provide meeting services as requested by the CSC on an ad hoc basis. Such services may include, but not be limited to:

- preparing agenda, meeting materials, and notes or summaries
- making arrangements for a meeting location
- making arrangements for conference calls

Task 2 – Climate Change Issue Review and Communications

CONSULTANT will monitor regulatory agencies that develop climate change regulations that may affect POTWs including, but not limited to the California State Air Resources Board, the State Water Resources Control Board, the California Energy Commission, the California Integrated Waste Management Board and the U.S. Environmental Protection Agency.

CONSULTANT will be expected to interact with pertinent agencies, including meeting with agency staff, participate in key workshops and hearings, and draft CWCCG correspondence.

Issues that the CONSULTANT is likely to track, review, analyze and participate in during FY-2009/10 include, but may not be limited to:

- Implementation of the AB 32 Scoping Plan, including regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions, and market-based mechanisms
- Mandatory and voluntary GHG emissions reporting and verification

- Development of Carbon Cap and Trade Program
- Climate change cross-media issues (i.e. land, air and water media regulatory issues that impact each other; anticipate coordination with CASA Land and Water Committees)
- Relevant local and regional climate change policies such as GHG fees and emissions policies, as they impact and relate to statewide concerns
- Federal climate change policies, such as mandatory reporting, and cap and trade initiatives
- Regional climate change policies, including the Western Climate Initiative and The Climate Registry
- Miscellaneous studies on CC-related topics, performed by educational institutions, professional organizations, or private entities, that may affect POTWs
- CC-related legislative initiatives, as directed by the CSC, although not a primary focus of this RFP

CONSULTANT will prepare and distribute informational material to agencies in accordance with the Task Order and the CSC direction. Such material may include bulletins summarizing important regulatory activities, copies of proposed regulations, recommendations for POTWs, meeting memoranda, etc. Economic use of electronic correspondence will be emphasized as a primary means of communication.

Task 3 – Coordination Across POTW Organizations

CONSULTANT will coordinate with other POTW organizations on Climate Change issues of mutual interest. The purpose of this coordination will be to share useful information, identify areas of joint cooperation, and prepare common responses on key issues, where technically appropriate. POTW organizations include, but are not limited to CASA, BACWA, SCAP, CVCWA, Tri-TAC, Water Environment Research Foundation (WERF), California Water Environment Association (CWEA), and National Association of Clean Water Agencies (NACWA.) Activities may include periodic telephone conversations and conference calls, meetings, and exchange of draft or published materials.

Task 4 – Other Duties as assigned

CONSULTANT will perform work under this task order only as specifically directed by the CSC. Duties may include limited involvement in legislative activities or other specialized services required on an ad-hoc basis.

VI. CONTENTS OF PROPOSALS

Proposals shall be limited to 10 pages, exclusive of cover letter, table of contents, and attached resumes. Page sizes shall be 8 ½ X 11 with font size no smaller than 12 pt.

Consultant shall describe the proposed services based on the Scope of Services, proposed schedule, and other guiding content presented in this RFP. The requested table of contents shall clearly define the content of the proposal and identify the information set forth in the proposal in

sequential page number and by section reference number.

The Consultant shall clearly state in its cover letter, executive summary to the proposal, and the body of the proposal the consultant's commitment to abide by all CASA contractual requirements.

Cover Letter

An introductory cover letter of no more than one page shall contain the consultant's name(s) and street address(es), and the name and telephone number of the person(s) authorized to represent the consultant(s) regarding all matters of its proposal. A person authorized to bind the consultant(s) to all commitments made in the proposal must sign the letter on behalf of the consultant(s). The letter shall state that the proposal will remain in effect for at least 180 days after the date the proposals are due. If the consultant is a partnership, corporation or joint venture, upon selection, additional information and documentation may be required.

Section 1: Executive Summary

A summary of up to one (1) page shall highlight the proposed approach to the scope of services, and qualifications and experience, with particular emphasis on the staff that would interface with the various levels of regulatory staff, management, and Board members, when necessary.

Section 2: Qualifications of Project Personnel

Consultant shall provide resumes for all persons who will be involved in the substantive execution of this work described herein for the prime consultant(s) and all subcontractors. Consultant shall provide a description of qualifications and experience in the public and private sector for each member of the proposed project team. Such resume shall include all relevant work experience in years and level of responsibility, with emphasis on contacts with regulatory staff and management, and on developing and submitting comments that were integrated into the regulations; publications and academic achievements, pertinent seminars conducted by key participants, including those for regulatory staff and management; and experience in permitting and compliance, particularly, but not limited to air permits.

CASA reserves the right to verify each person's education and experience, and each consultant's experience as a condition of final acceptance of the proposal. Key projects representing relevant experience should include a client contact and current phone number.

Section 3: Consultant's Understanding, Knowledge, Approach, and Work plan

Consultant shall provide a detailed description of the work outlined in the Scope of Services. The proposal shall demonstrate the consultants', as well as any sub-consultants', knowledge of laws, regulations, permitting issues associated with CC and wastewater, and describe the proposed approach and plan to implement the tasks described. Consultant should discuss all key assumptions made in developing the proposal and any recommended revisions to the list of tasks

identified in this RFP. The approach should recognize, address, and provide a resolution for all aspects of the work. The consultant may choose to present an alternative approach that fulfills the needs and objectives of this program for consideration.

Consultant shall present the organization structure of staff, including subcontractors, if any, who will be working under this contract, and describe their background and qualifications that demonstrate the abilities and capabilities to meet CWCCGs needs as presented in Section V of this RFP. The proposed project team shall be identified, and roles and responsibilities described in the contexts of the relationships of the staff and organizational units for project management, interfacing with the CWCCG, and direct supervision of project tasks, and ultimate responsibility for deliverables. This description shall include the consultant's ability to provide sufficient resources to perform the range of services required on an as-needed basis.

Consultant shall describe its approach, capability, and flexibility to adjust to varying staffing level requirements as CWCCG needs vary. Staffing level requirements will likely not be constant throughout the duration of the contract. Consultant shall describe its knowledge of laws, regulations, permitting, communications, and its understanding of how each of these should be approached and executed for the benefit of the CWCCG. The same information shall be provided for any proposed subcontractors.

The proposal should demonstrate the consultant's history of the use of task orders and describe anticipated deliverables. Consultant shall describe in the proposal a work plan, including designated staff and level of effort, for addressing CC regulatory development as is projected by CARB (to be performed by CARB as well as other agencies) through June 30, 2010.

Section 4: Experience / References

Consultant shall provide a Summary of Experience, describing consultant's and subcontractors' current and former clients for all relevant engagements for the past five (5) years, as well as any engagement with an environmental interest group or regulatory agency. Consultant shall use no more than one (1) page for each of the ten (10) most significant regulatory efforts and a list of all other such efforts (during the past five (5) years), and a similar list for pertinent regulatory efforts for each subcontractor. This preliminary information shall include the following:

- Regulatory Issue or Effort
- Client's name, type of business, and contact(s)
- Client's current street address(s), telephone and fax numbers, and email address(es)
- Dates of the engagement
- Brief description of the nature of the engagement and the specific role of the consultant
 - Describe the objectives of the engagement
 - Describe the roles of lead key staff and roles of supporting staff
 - List of regulatory comments submitted, pertinent meetings conducted, and other tangible communications
 - Brief description of the results achieved

CASA reserves the right to check the references provided and to request samples of work that consultant or proposed subcontractor(s) have performed or completed for any client listed, and otherwise inspect and evaluate each consultant's experience as a condition of final acceptance of the proposal.

Section 5: Statement of Confidentiality

Consultants must clearly identify all copyrighted material, trade secrets, or other proprietary information that consultants claim are exempt from disclosure by the California Public Records Act (California Government code Section 6250 et. Seq.). In the event that a consultant claims such an exemption, the proposal must contain the following statement.

“The material on page(s), marked on asterisk (*) (or indicate how the material is marked) is considered to be proprietary or confidential by consultant. The consultant will indemnify CASA and hold it harmless from any claim or liability and defend an action against CASA for its refusal to disclose materials marked ‘confidential,’ trade secrets, or other proprietary information to any person making a request therefore.”

Section 6: Miscellaneous Requirements

Insurance

Professional shall, at no cost to CASA, obtain and maintain insurance during the term hereof as prescribed in Exhibit C of the Sample Contract. Professional shall furnish evidence of such coverage, naming CASA, its officers and employees as additional insured, as stated in Exhibit C.

Exception to Contract Terms and Conditions – A sample of standard CASA contract language is attached for reference (Attachment A). If the Consultant cannot agree to any specific term, this should be noted in the cover letter.

VII. Rate Information

The following elements must be presented (See attachment C) for a proposal to be responsive:

- Fully-loaded hourly rate for each title/person for both the prime and sub-consultant firms and personnel being proposed, using the example form in Attachment C
- Proposed approach to billing of direct costs for both the consultant and proposed subcontractor(s), including any markup on subconsultant(s) and direct costs

CASA and CWCCG intend that payment for work on this contract shall be on a Time and Materials (T&M) basis.

VIII. PROPOSAL (RFP) SUBMITTAL

Prospective consultants may submit any questions concerning this RFP in writing or via email to Catherine Smith, CASA Executive Director, 1215 K Street, Suite 2290, Sacramento, CA 95814; casmith@casaweb.org. Failure of electronic communications shall not be an excuse for non-submittal of any question. Responses to questions deemed to be significant will be sent to all recipients of the RFP. After release of this RFP, any other contact with any individual involved in either the development of and/or review of responses to this RFP regarding this RFP prior to the time the selection panel has forwarded its recommendation to the CASA may be grounds for disqualification. All contacts from the consultant prior to evaluation of the written proposals shall be in writing, submitted to the address or email listed above.

Responses to the RFP shall be submitted electronically in PDF format NO LATER THAN 5:00 P.M. ON JULY 10, 2009 to: casmith@casaweb.org.

CASA and the CWCCG reserve the right to revise the RFP prior to the submittal deadline. Revisions will be posted on the CASA website and e-mailed to all potential consultants who were e-mailed the original RFP. Neither CASA nor the CWCCG will be responsible for any difficulties or costs associated with the preparation or delivery of proposals, whether accepted or rejected by the CWCCG.

CASA and the CWCCG reserve the right to withdraw this RFP or not award a contract at any time due to unforeseen circumstances. All submitted copies of the proposals shall become the property of CASA. CASA may enter into an agreement on the basis of the proposal at any time within 180 days after the date the proposals are due. If no contract is awarded within 180 days after the date the proposals are due, any consultant may withdraw its proposal. No proposal submitted may be withdrawn prior to such time without express written consent of CASA.

IX. EVALUATION CRITERIA

Evaluation of Written Proposals

A selection panel will evaluate all proposals containing the information requested and prepared in the format required by this RFP. Each proposal shall be screened for completeness and appropriate responses. The selection panel will evaluate the proposals based on the technical merits of the proposal as contained in Sections I through VII of this RFP. The criteria for evaluating the written proposals are presented in Attachment D. As each element is extremely important in the evaluation, all proposals should provide complete information. The evaluation of proposals will consider the firm's demonstrated ability to perform the required work as exemplified by the firm's analysis, modification (if necessary), and response to this RFP.

Evaluation of Interviews

Consultants may be invited to an interview to further aid the selection process and to assess the

verbal presentation skills of the individual that would be representing the wastewater industry. CASA reserves the right to make a selection based on the review of the proposals only, without an interview. The interview is intended to be structured. The consultant's presentation team shall consist of one to three individuals, including a principal and key staff who would be chiefly responsible for direct communications with CWCCG and regulatory staff and management, as listed in the written proposal. Up to three more individuals from subcontracting firms may attend the interview.

Criteria to be used in evaluating consultant interviews and the weight to be assigned to various criteria will be provided by CASA upon invitation to interview. Only information discussed and presented as part of the interview will be considered in this evaluation.

X. SELECTION AND APPROVAL PROCESS

A selection panel consisting of CSC members, representatives of CASA and other California wastewater representatives will evaluate the proposals. The successful Consultant will be selected in accordance with the Proposal Evaluation Criteria described in Attachment D, except for such immaterial deviation as may be waived by CASA. Selection will be made in accordance with the Consultant Selection Schedule, subject to the final approval by the awarding authority, CASA. Written notification of the outcome of the selection process will be sent electronically to all Consultants who submitted a proposal.

Upon successful completion of this process, the selection panel will make the following recommendations to the CASA Executive Board:

- Approve panel's selection of a Consultant
- Authorize the Executive Director to negotiate a professional services agreement with the selected firm, including a final scope of work and not-to-exceed contract amount

Attachment A
Sample CASA Personal Services Contract

California Association of Sanitation Agencies
Professional Services Agreement

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2006 by and between the CALIFORNIA ASSOCIATION OF SANITATION AGENCIES, a nonprofit corporation, hereinafter referred to as "CASA", and _____, hereinafter referred to as "Professional" and entered into in the City of Sacramento, County of Sacramento, State of California. Effective on the above date, CASA and Professional mutually agree and promise the following:

1. PURPOSE OF ENGAGEMENT. CASA hereby engages Professional to provide the services generally titled _____ and defined as _____ follows:
“_____”

2. SCOPE OF SERVICES. CASA hires Professional to provide all necessary personnel, materials and services to fully and completely perform those services described more completely in the Scope of Services (Exhibit A). Professional shall provide those services reasonably required and requested to carry out the described Scope of Work and will take reasonable steps to keep CASA informed of progress. Professional agrees to perform the required professional services described herein, upon the terms and conditions and in consideration of the payments stated in this Agreement. Professional is an independent contractor and shall not at any time be considered an employee of CASA during the term of this engagement. For matters concerning administration of this contract, Professional will communicate to CASA through Catherine Smith, Executive Director, unless instructed otherwise.

3. CLIENT’S DUTIES. CASA agrees to cooperate with Professional and be reasonably available to confer with Professional upon request, to keep Professional informed of developments and to disclose to Professional all facts and circumstances of which CASA is aware which may bear upon the handling of the matter. CASA agrees to provide Professional with such documents and information, as they may possess relating to the matter and to abide by this agreement.

4. FEES AND BILLING PRACTICES. CASA agrees to pay Professional for services provided under this Agreement in an amount not to exceed \$_____ at the rates shown in Exhibit B attached hereto and hereby made a part of this Agreement. Professional’s Statement of Charges shall be submitted on a monthly basis with a task-by-task summary of accomplishments and activity during the period for which payment is requested. Payments by CASA shall be made no later than thirty (30) working days following presentation of a Statement of Charges for all none disputed amounts.

In no event shall Professional be entitled to compensation for extra work unless a written authorization or Amendment to this Agreement describing the work and payment terms has been executed by CASA prior to the commencement of the services. Any services in addition to the work or services described in Exhibit A shall be performed by Professional according to the rates or

charges listed in Exhibit B. In the event that no rate or charge is listed for a particular type of extra work, Professional shall be paid for the extra work at a rate to be mutually agreed on prior to commencement of the extra work.

5. DISCHARGE AND WITHDRAWAL. CASA may discharge Professional at any time, and without cause, by giving Professional written notice of termination. Professional may withdraw with CASA advance written consent, or at any time after having given CASA written notice and a reasonable period within which to retain the services of other professionals.

6. OWNERSHIP OF DOCUMENTS. After Professional's services conclude, Professional will deliver all original files to CASA, along with any funds or property of CASA in Professional's possession. Professional agrees not to destroy any original files without prior written consent. When Professional's services conclude, all unpaid charges will become due and payable upon receipt of a final Statement of Charges to the termination date and after receipt by CASA of all materials and supplies identified above.

7. INSURANCE. Professional shall, at no cost to CASA, obtain and maintain insurance during the term hereof as prescribed in Exhibit C. Professional shall furnish evidence of such coverage, naming CASA, its officers and employees as additional insured, as stated in Exhibit C.

8. INDEMNIFICATION. Professional shall defend, indemnify, save and hold harmless CASA, its governing body, officers and employees from any and all claims, costs and liability for any damages, injury or death arising directly or indirectly from, or connected with, the services provided hereunder and due to, or claimed or alleged to be due to, negligence or willful misconduct of its officers, employees, agents, sub Professionals, or any person under its direction or control, and will make good to and reimburse the indemnities for any expenditures, including reasonable attorney's fees, the indemnities may make by reason of such matters and, if requested by any of the indemnitees, will defend any such suits at our sole cost and expense. Professional's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of CASA or any other person, but our obligation to indemnify and defend shall be limited to the proportion of negligence or willful misconduct attributable to us, our sub Professionals or any person under our direction or control.

9. ASSIGNMENT. This Agreement shall not be assignable or transferable in whole or in part by Professional, whether voluntarily, by operation of law or otherwise; provided, however, that Professional shall have the right to sub-contract that portion of the services for which Professional does not have the facilities to perform so long as Professional notifies CASA of such sub-contracting prior to execution of this Agreement. Any other purported assignment, transfer or sub-contracting shall be void.

10. EFFECTIVE DATE. This agreement will take effect upon the last date executed below. The date at the beginning of this agreement is for reference only.

11. TERM OF AGREEMENT. This Agreement shall terminate on _____ unless

specifically discharged or withdrawn earlier pursuant to Paragraph 5 or amended or extended by the Parties in writing. CASA shall not be responsible for payment for services initiated subsequent to termination without prior written approval by CASA.

12. CONFORMANCE WITH STATE LAWS. Professional hereby agrees to conform to all local and State laws regulating or governing the services provided under this Agreement for this 503(c)(6) non-profit organization. In addition, Professional shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local in origin.

13. Notice: Any notice or approval that either party is required to give the other pursuant to this agreement shall be personally delivered, send by U.S. Mail or electronic mail addressed as follows:

TO [Professional]

TO CASA

Date; _____

PROFESSIONAL

By _____

Date; _____

CALIFORNIA ASSOCIATION OF SANITATION
AGENCIES ("CASA")

By _____
Harry T. Price, President

Exhibit A

SCOPE OF SERVICES

Exhibit B
Schedule of Rates and Charges

Exhibit C
INSURANCE REQUIREMENTS

We shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the work hereunder by us, our agents, representatives, employees or subconsultants.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any owned auto), or evidence of non-owned and hired auto liability coverage (no owned autos).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance

We shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to CASA. If such deductibles or self-insured retentions are not acceptable to CASA, CASA may discharge us in accordance with Paragraph 7 of the agreement.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CASA, its officers, officials, employees and volunteers are to be covered as insureds

as respects: liability arising out of work or operations performed by or on behalf of us; or automobiles owned, leased, hired or borrowed by us.

2. For any claims related to this work herein, our insurance coverage shall be primary insurance as respects CASA, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by CASA, its officers, officials, employees or volunteers shall be excess of our insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CASA.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CASA.

F. Verification of Coverage

We shall furnish CASA with original certificates and amendatory endorsements effecting coverage required by this clause. CASA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

Attachment B
TASK ORDER FORM (sample)

Date: [date]

Re: [brief description of CC-related topic]

Background:

[brief discussion of importance of CC-related topic, including potential and probable fiscal and operational affects on POTWs, origination and current status of problem]

Objective(s):

[brief statement on specific products and/or activities that are recommended to be taken, and the desired, and expected or probable effects of these]

Estimated Resources:

[brief description of estimated time and other resources needed to accomplish stated goals]

**Attachment D
Evaluation Criteria**

- A. Overall Responsiveness to RFP** 10%
- Proposal includes resumes, experience, references, and other documentation.
Consultant possesses all required licenses, certifications, etc.
Proposal meets formatting and page requirements.
- B. Overview** 10%
- Consultant's narrative provides an adequate description of the scope of work, including all tasks and deliverables.
Proposal addresses all aspects of the RFP.
Narrative reflects an understanding of the services requested.
Supportive information is self-explanatory, and clearly understandable
- C. Approach** 20%
- Consultant's approach to provide support services is practical, pragmatic, and cost-effective.
Approach reflects an understanding of climate change and wastewater issues, including biosolids and water reuse.
Approach addresses the stated objectives in the RFP.
Approach addresses issues beyond the stated objectives of the RFP, such issues being valid and well supported.
- D. Related Experience** 20%
- Proposal reflects similar experience in technical support and direct communication services for similar organizations.
Key project personnel have demonstrated experience in similar work.
Team or members have previous experience contracting with BACWA, CVCWA, SCAP, and/or CASA.
- E. Project Team** 25%
- Roles and responsibilities of the team members, especially the leader, are clearly identified.
Proposed teaming relationships are clearly explained.
The proposal recognizes the working relationship with CWCCG CSC.
Key team members are local to Sacramento. Ability for each team member to participate effectively in completing the work is fully delineated.
- F. Level of Effort** 15%
- Consultant's approach expects and incorporates an appropriate level of oversight from the CWCCG CSC and CASA ED.
The indicated level of effort and division of labor allocated to sample tasks are reasonable?
Key personnel are committed to a reasonable and appropriate amount of time.