American Water Works Association

Request For Proposal

Identifying Barriers in Implementing Beneficial Reuse of Treated Produced Water

Issued by: Technical and Educational Council
Issue date: January 2, 2020
I. INTRODUCTION / ORGANIZATION

The American Water Works Association (AWWA) is an international, nonprofit, scientific and educational society dedicated to the improvement of water quality and supply. Founded in 1881, AWWA is the largest organization of water supply professionals in the world. With approximately 50,000 members, AWWA represents the full spectrum of the water community, including, but not limited to, treatment plant operators and managers, scientists, environmentalists, manufacturers, consultants, academicians, regulators, and others who hold genuine interest in water supply and public health. Membership includes more than 4,700 utilities that supply water to roughly 180 million people in North America. You may obtain further information about AWWA at www.awwa.org.

AWWA is issuing this Request for Proposal (RFP) to identify interested parties to obtain information regarding the responding organizations’ (“Contractors”) specific qualifications, ability to perform, and pricing.

II. SCOPE OF WORK

AWWA is investigating the availability and costs of providing the following.

Objective

This project is a research study to gather all data related to produced water in order to inform the water industry of potential challenges, hazards, and opportunities. This study will address the potential expanded use of produced water for beneficial use. The results this research study will aid the Water Reuse Market Stakeholders to better understand the paths forward toward reusing produced water by providing a centralized clearing house of data on the fundamental blocks in technology, regulation, public perception and economics.

This study will gather all the currently available data including but not limited to the following:

- Produced water characteristics and sources to include specific sources, locations and shales, well life span, quantity, physical and chemical water characteristics.
- Current usage of and characteristics and water use in oil and gas production.
- Current technologies used to treat, dispose, and reuse produced water.
- Determine and compare energy consumption to dispose and manage produced water.
- Need to educate community, general public, city, county and federal interest groups to understand plans for the treatment and re-use of produced water.
- Information on the potential hazards and health effects of constituents that maybe be present in the treated produced water, potential hazards with the construction of infrastructure, and the impact to the environment.
- Develop and formulate costing and economic models to justify feasibility, viability and sustainability of produced water re-use programs.
- Identify potential beneficial use options for treated produced water. The
determination of a specific beneficial use depends on federal, state, county and municipal jurisdiction and circumstances of each case.

- Determine regulatory, environmental, social, cultural and political impacts that may affect the produced water re-use programs.

Background

Produced water is not just an oil-gas industry issue but should be viewed as a water industry resource management issue that can aid in groundwater sustainability and watershed protection. Data is needed to provide the industry with a better understanding of challenges produced by water reuse. The aim of this study is not to solve challenges, but to gather all the relevant data so the water industry can have a more informed view on the challenges, roots of issues and what possible solutions.

The scope of work for this project will include the following tasks:

Task 1: Develop Research Paper Outline

The contractor will develop a detailed outline of the research paper, including how relevant data will be incorporated into the final report.

The contractor will participate in at least one teleconference hosted by AWWA with the PAC to review the PAC’s comments on the outline. The outline shall be submitted electronically.

Task 2: Data Collection and Verification of Produced Water Market

The contractor will collect and verify data relevant to individual aspects of the agreed upon research outline.

The contractor will participate in at least one teleconference hosted by AWWA with the PAC to review the PAC’s comments on data collection and verification.

Task 3: Research Paper Preliminary Draft and Excel Based Model

The contractor will develop a comprehensive detailed report incorporating collected data which can be used to inform the water industry of the potential for reusing produced water. The preliminary draft will include all aspects of the agreed upon outline for the project and data collection.

The contractor will develop an Excel based model that will serve as the basis for the report. The model will include water data characteristics from the studied sources, treatment processes selection based on the data collected and additional information necessary to model water reuse programs.

The contractor will participate in at least one teleconferences hosted by AWWA with the PAC to review the PAC’s comments on the draft. The contractor will incorporate the PAC’s feedback with developing the report. For both the draft and final versions, the contractor
shall submit the report electronically. The completed publication is intended to be available on the AWWA website.

**Task 4: Research Paper Final Draft**

The contractor will develop a final comprehensive detailed report incorporating all agreed upon feedback from the PAC. The contractor will provide AWWA with an electronic copy of the final report to be published by AWWA and made available on the AWWA website.

**Task 6: Develop an Educational Component**

The contractor will work with the PAC to determine the best educational format to present the completed information from the TEC Project, be that an AWWA webinar, a presentation at AWWA’s Annual Conference, or a JAWWA/Opflow/Water Science article. This project component must be decided on prior to December 31, 2020 with execution of this task occurring by December 31, 2021.

**Additional Information**

The Water Reuse Committee is tasked with taking the lead within AWWA for advocating and educating membership on key water reuse issues and practices. The Committee proposed this project for AWWA’s Technical and Educational Council (TEC) funding for the 2020 calendar year. The funding has been approved and a project advisory committee (PAC) will oversee the project.

AWWA is seeking a qualified consultant that has a firm understanding of reuse efforts in the water sector. The PAC will help guide and monitor project development and will provide feedback, suggestions, and review comments to the consulting firm during the project development process. Reponses to the RFP are expected to describe how you will complete the scope of the work and demonstrate previous and relevant experiences.

### III. PROPOSAL TERMS AND CONDITIONS AND SUBMITTAL INSTRUCTIONS

**A. AWWA Contact Person**

All correspondence and responses concerning this RFP should be addressed to:

Dawn Flancher  
American Water Works Association  
6666 W. Quincy Avenue  
Denver, CO  80235  
303.347.6195  
dflancher@awwa.org
B. Timetable for RFP Process

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>January 2, 2020</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>February 3, 2020</td>
</tr>
<tr>
<td>Notification of Successful Responder</td>
<td>February 2020</td>
</tr>
<tr>
<td>Contract Completion</td>
<td>December 31, 2020</td>
</tr>
</tbody>
</table>

C. Terms and Conditions of Participating in RFP Process

1. **Confidentiality.** Responders and others receiving this RFP may not disclose information contained in this RFP to other persons, or to its own employees, officers, and agents not having a need to know the RFP’s contents in order to properly prepare a proposal. Suppliers cannot, and agree that they will not, duplicate or make available this document or the information contained in it without the express written consent of AWWA.

2. **Additional Information.** During its evaluation of the various proposals submitted, AWWA reserves the right to request additional information or clarifications from responders related to the RFP. Top responders may be required to make presentations to the AWWA Project Advisory Committee (PAC).

3. **AWWA Right to Use Proposal Ideas.** AWWA reserves the right to retain all proposals and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the responder of the conditions contained in this request for professional service, unless clearly stated and specifically noted in the submitted proposal and confirmed in the agreement between AWWA and the selected responder.

4. **No Reimbursement for Proposal Expenses.** AWWA has no expressed or implied obligation to reimburse responders for their expenses incurred in preparing or presenting information in response to this request.

5. **AWWA Changes to RFP Documents.** All changes to the RFP documents shall be through written addendum and furnished by AWWA to all suppliers who elect to participate. Verbal information obtained otherwise will not be considered in awarding of the proposal.

6. **AWWA reserves the right to change the RFP and issue an addendum.**

7. **AWWA reserves the right to cancel or re-issued this RFP at any time without obligation of liability.**
8. The proposal must contain a signature of an authorized officer or employee of the company submitting the proposal.

9. The selected vendor shall comply with all laws, codes, rules and regulations of the state of Colorado. If applicable, any permits lawfully required shall be obtained and paid for by the vendor.

D. Submittal Format and Requirements

Proposals submitted in response to this RFP shall be no longer than 10 pages in 11 point font (excluding qualifications, resumes, and supporting documentation). Please submit only a PDF version of your proposal by email to Dawn Flancher at dflancher@awwa.org.

All proposals responding to this RFP shall include the following:

1. **Transmittal letter** on official business letterhead including:
   
   a. Name of the responder submitting the proposal
   b. Name, title, address, telephone number, and e-mail address of the individual to contact for further information
   c. Name, title, address, telephone number, and e-mail address of the individual authorized by the responder to contractually obligate the responder’s organization

2. **Project Manager and Staff**: Describe the experience of the individuals who will be assigned to the project. Describe the qualifications of each individual and include a brief resume or summary paragraph for each individual.

3. **Organization**: Provide a brief description of the responder’s organization and indicate how many years the responder’s organization has been providing the services sought by AWWA. If different from the address given above, please identify the address of the facility from which services will be performed.

4. **Scope of Services**: Provide a description of responder’s understanding of and willingness to comply with the scope of work described in Section II.

5. **Timeliness**: Provide a statement of assurance that the time deadlines for deliverables will be met. The overall project schedule is as follows:

<table>
<thead>
<tr>
<th>No.</th>
<th>Task</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Completion of Research Paper Outline</td>
<td>March 2020</td>
</tr>
<tr>
<td>2</td>
<td>Completion of Data Collection and Verification</td>
<td>July 2020</td>
</tr>
</tbody>
</table>
6. **Project Budget:** The maximum TEC funding for this project is $50,000. Please indicate your ability to complete the project within this “not to exceed basis” amount.

7. **References:** We request three (3) professional references. Please include the company name, company address, contact person, contact information, and any other relevant information.

IV. **EVALUATION PROCESS**

The Project Advisory Committee (PAC) will independently evaluate the proposals received and will select a qualified Contractor. The PAC will evaluate the proposals on a 100-point scale based on the criteria below. The PAC will then work with AWWA to complete a contract with the selected Contractor.

- Understanding of work to be performed. (20 points)
- Qualifications and experience of staff that will perform the work (40 points). For example:
  - Experience with water reuse efforts.
  - Prior experience in conducting similar research and/or projects.
  - High quality report writing experience and skills.
  - Writing samples/example research reports will be considered supplemental materials and will not be counted against the 10-page RFP page limit.
- Demonstration of ability to complete the work including submission of all deliverables by December 31, 2020. (15 points)
- Proposal budget/ costs (15 points)
- References (10 points)

In making its award, AWWA shall not discriminate on the basis of race, color, nation origin, gender, religion or disability.

V. **MANDATORY CONTRACT TERMS**

Submission of a proposal indicates the responder’s acceptance of the conditions contained in this RFP and the following provisions to be included in the final contract. A responder may specifically object to any provision of this RFP, including the following contract provisions, and provide a suggested alternative provision. AWWA will determine if an offered alternative is acceptable. AWWA reserves the right not to award any contracts as a result of the RFP process.
A. **Statements and payment.** Contractor shall submit invoices and payment will be according to the following schedule:

1. Completion of Research Paper Outline $3,000
2. Completion of Data Collection and Verification of Produced Water Market $17,000
3. Completion of Preliminary Draft $20,000
4. Completion of Final Draft $5,000
5. Completion of Final Research Paper $5,000

The maximum funding for this project is $50,000. Proposals that can complete the project with all deliverables to high professional standard at a lower cost will be looked upon favorably. Note however, that this is not a “lowest bid” project.

Based on the $50,000 budget, payment will be according to the above schedule and upon receipt of an approved invoice (these amounts will be adjusted accordingly if the selected proposal is for less than $50,000).

AWWA shall have no obligation to pay invoices until AWWA determines services have been satisfactorily performed. If it determines services performed are acceptable, AWWA will issue payment within thirty (30) days after receipt of Contractor’s Invoice.

B. **Independent Contractor.** It is the expressed intent of the parties that Contractor is an independent contractor and not the agent, employee, servant, partner or joint venture of AWWA and that:

1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING WHERE APPLICABLE, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS’ COMPENSATION INSURANCE, PAYROLL AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY AWWA.

2. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE, WORKERS’ COMPENSATION, OR ANY OTHER BENEFITS FROM AWWA OR ITS INSURERS.

3. Contractor does not have the authority to act for AWWA, or to bind AWWA in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of AWWA.

4. Contractor has and hereby retains control of and supervision over the performance of Contractor’s obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder;

5. Contractor may provide similar services to the general public, and is not required to work exclusively for AWWA.
6. All Services are to be performed solely at Contractor’s own risk, and Contractor shall take all precautions necessary for their proper performance.

7. Contractor will acquire and maintain in full force and effect all permits, licenses, certifications, and insurance required by AWWA. Failure to comply with this paragraph is grounds for immediate termination of this agreement.

C. Contractor Responsibilities. In addition to all other obligations contained herein, Contractor agrees:

1. to except as otherwise expressly identified in a contract and/or exhibit as being furnished by AWWA, to furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services;

2. to perform Services in accordance with the highest professional workmanship and service standards in the field to the satisfaction of AWWA;

3. to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Contractor; and

4. to carry at all times at its own expense automobile insurance coverage, workers compensation insurance, where and to the extent required by law, and such other insurance coverage as may be required by law and applicable to Contractor’s performance of Services, or as specifically stated in the contract. Proof of any required insurance shall be presented to AWWA upon its request.

5. to acknowledge that AWWA is an equal opportunity employer and does not discriminate on the basis of age, sex, race, religion, color, and national origin or physical or mental disability. Upon execution of a contract, the contractor agrees to support AWWA’s non-discrimination policy and require all subcontractors to support this policy and abide by all laws, rules, and executive orders governing equal employment opportunity. The contractor also agrees to make available to AWWA, upon reasonable request, proof of its efforts to comply.

D. General Terms and Conditions of a Potential Agreement
1. **Severability.** If any of the provisions of an Agreement are invalid or unenforceable, it shall not affect the remainder of the Agreement, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provisions.

2. **Confidentiality.** Contractor acknowledges that, in connection with the performance of Services under an Agreement, it may receive, discover, or develop certain confidential or proprietary technical and/or business information and materials of or relating to AWWA, its business, and/or its customers and contractors ("Confidential Information"). Confidential Information includes information that was disclosed or developed prior to the agreement’s effective date, to the extent it relates to AWWA, its business, members, contractors and/or operations. Contractor hereby agrees: (i) to hold and maintain in strict confidence all Confidential Information and not to disclose it to any third party; and (ii) not to use any Confidential Information except as permitted by the Agreement or as may be necessary to perform its obligations under the Agreement. Upon AWWA’s request to Contractor to do so, Contractor shall promptly return to AWWA, and shall destroy hard copies and delete from any of its electronic storage devices, all materials containing, embodying, or referring to the Confidential Information of AWWA.

3. **Intellectual Property.** The products of the Services and an Agreement shall be the sole and exclusive property of AWWA, free from any claim or retention of rights thereto on the part of Contractor, its employees, or other parties. Contractor hereby represents and warrants that any work product delivered to AWWA hereunder shall constitute an original work of authorship and shall be free from any claims of infringement or other rights thereto. The parties agree that all such work product shall be “works made for hire” within the meaning of the U.S. Copyright Act and for all such products AWWA shall be deemed to be the “author” and shall have sole ownership, right, title and interest in all intellectual property rights embodied therein, including all copyrights, invention rights, patent rights, and trade secret rights. In the event that such work product is not considered “works made for hire,” Contractor, on behalf of itself and its employees, hereby assigns to AWWA all rights, title and interest in and to all copyrights, invention rights, patent rights, trade secret rights, and any other intellectual property rights contained or embodied in any work product developed in whole or in part by Contractor hereunder to AWWA. Contractor further agrees to give AWWA, and any other person designated by AWWA, all assistance reasonably necessary to perfect its rights pursuant to this paragraph, and Contractor agrees not to use, sell, transfer, assign, or plagiarize any work product that is developed hereunder.

4. **Entire Agreement, Amendments and Modification.** The Agreement would constitute the entire Agreement between AWWA and Contractor with respect to the subject matter of the Agreement and these provisions shall supersede or replace any prior or contemporaneous understandings and agreements. The Agreement may not be modified or amended except in writing with the same degree of formality with which the Agreement has been executed.
5. **Indemnification/Insurance.**

Responder shall indemnify, defend, and hold AWWA harmless from any loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Responder in connection with the Contract or project.

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The Contractor will provide proof of insurance prior to signing a contract. The Contractor shall carry at all times at its own expense workers compensation insurance, automobile insurance coverage, where and to the extent required by law, and such other insurance coverage as may be required by law and applicable to the performance of services.