



**Request for Proposals:  
State Lobbying Services  
RFP-CMUA-2018-1**

**Proposals are due at 5:00 p.m., local time, Monday,  
January 22, 2018**

**Submit Proposals electronically in PDF form to  
[trexrode@cmua.org](mailto:trexrode@cmua.org)**

**California Municipal Utilities Association  
915 L St., Suite 1460  
Sacramento, CA 95816**

# 1. Request for Proposals

The California Municipal Utilities Association, hereinafter referred to as “CMUA,” is soliciting proposals for state lobbying services. This Request for Proposals provides instructions to contractors for submitting proposals and establishes terms and conditions under which CMUA will contract for such services.

**Proposers responding to this Request for Proposals are due at 5:00 p.m., local time, Monday, January 22, 2018. Submit Proposals electronically in PDF form to [trexrode@cmua.org](mailto:trexrode@cmua.org).**

All proposals must strictly conform to the requirements described in this Request for Proposals, and in particular, be fully responsive to the Scope of Work.

**To receive updates and/or notifications regarding this RFP, send an email to [trexroda@cmua.org](mailto:trexroda@cmua.org) indicating your interest to RFP-CMUA-2018-1.**

## 2. Scope of Services

### 2.1 General

The Proposer shall provide all labor, material, and equipment required to perform State Lobbying Services during the period from approximately February 1, 2018 to December 31, 2020. The work shall be divided into a series of one-year segments (the first year being fewer than 12 months because of the late start date), with CMUA deciding at the conclusion of each year whether to continue the contract into the next year.

### 2.2 Background

CMUA is the state trade association representing municipal and publicly owned electric utilities and public water agencies. The association provides the following services for its members:

- State lobbying and regulatory representation;
- News and information sharing about legislative activities, policy development, as well as industry news in the electric and water industries;
- Networking through conferences and training;
- Presenting a positive image of publicly owned electric utilities and water agencies;
- Providing thought leadership and strategic planning on issues before they are presented publicly for action.

### 2.3 Scope of Work

The Proposer shall provide CMUA with lobbying services and representation before the California State Senate, Assembly, Administration and state agencies impacting publicly owned electric utilities and water agencies. The work will vary from week to week, and will not necessarily follow a pattern or be predictable. The individual(s) or firm(s) selected will discover, research, and lobby issues that may impact CMUA in the State and regulatory arena. Upon direction from designated CMUA personnel, the firm may lobby the issues on behalf of CMUA. In its development of strategy and delivery of services, the Proposer must have a proactive approach to legislative and regulatory advocacy.

CMUA has staff lobbyists representing and leading the association in the areas of energy and water. The association is seeking an external lobbyist to work in a complimentary fashion, bringing higher value to CMUA members and increase the effectiveness of the association's overall advocacy efforts. In all cases, the selected lobbyist will work closely with CMUA staff – serving under its sole direction – to represent the association.

The Proposer shall have working knowledge of and provide CMUA assistance with legislation, regulations, and strategy in the following areas, subject to change depending on CMUA's member needs:

- Energy policy
- Water policy
- Local Government / Municipal electric utility / Brown Act issues
- Municipal finance issues
- Tax incentives and grant benefits for renewable energy, electric vehicles, and energy efficiency
- Water supply, consumption and efficiency
- Water tax issues
- California Public Employees Retirement System
- Environmental issues relating to electric and water utilities
- Alternative fueled vehicles
- Climate change and greenhouse gas issues
- Community Choice Aggregation
- Providing story ideas for CMUA publications
- Writing legislation and amendments, as needed
- Participating in a qualitative effectiveness review of CMUA legislative program
- Grass roots strategy with CMUA members
- Coordinate with CMUA member lobbyists and develop coalitions with CMUA members
- Knowledge of public water agencies and public power, their business models and community goals.

A. Communication. CMUA should be in regular contact with key legislative decision-makers in California. Decision-makers include, and are not limited to:

1. Senate and Assembly Members and their staffs in the Sacramento region and in their districts
2. Members and staff on energy committees
3. Members and staff on water committees
4. Members and staff on local government committees
5. Members and staff on appropriations committees
6. Members and staff on resource committees
7. The Administration, including staff at related agencies such as California Energy Commission, California Public Utilities Commission, Air Resources Board, State Water Board, Department of Water Resources.
8. Stakeholders of all types in the energy and water areas

The purpose of such communication is to educate those involved on the impact an issue has on CMUA members' programs and services. Such communications

should also be used to advise the officials on CMUA's needs and interests. This includes letter writing, talk sheet/issue summary preparation and written testimony.

- B. Monitoring. Basic monitoring of state legislation is the responsibility of CMUA staff. The lobbyist will work with CMUA staff to ensure that CMUA does not overlook key bills and/or issues, and focuses on high priority issues.
- C. Provide information. As issues develop and change, CMUA staff must be kept informed on a daily basis. The transmittal of information to CMUA should be done on a regular basis through in-person meetings, telephone calls, e-mails, texts, other agreed-upon electronic means, and occasional briefings with CMUA staff and/or members. At a minimum, CMUA must have access to Contractor by means of cellular phone and the Internet.
- D. Coalition Development, Participation and Coordination. CMUA is actively involved with its nearly 60 publicly owned electric utilities and water agency members. The association engages with various committees and subcommittees of which the Contractor will be asked from time to time to attend and provide updates. Furthermore, Contractor is expected to help develop, organize and convene groups of CMUA members and lobbyists to work together and lobby the legislature and occasionally as necessary, state agencies.
- E. Other Duties. CMUA expects the Consultant to be fully integrated into CMUA's Legislative Program. In this role, the Consultant will:
  - i. Coordinate and facilitate meetings with state policymakers and staff for CMUA staff and members, as necessary.
  - ii. Educate policymakers and staff regarding the implications of legislation for CMUA and its members. Maintain strong relationships with CMUA's state legislative delegation, members of committees with jurisdiction over energy and environmental issues, the governor's office, and agency representatives. Testify in committee proceedings as needed.
  - iii. Prepare issue papers and other briefing documents related to CMUA's priority issues. Develop testimony and legislative correspondence.
  - iv. Provide regular reports to CMUA and its members regarding legislative actions and other proceedings that may impact CMUA and/or its members. This includes the preparation of articles for weekly member legislative updates.
  - v. Provide support for at least two Sacramento-based grassroots advocacy events each year where CMUA members meet with state policymakers and key staff regarding legislative issues. Includes preparation of meeting materials, member briefings, scheduling and organization of meetings, and attending meetings to represent CMUA. Also may require some planning and support of event logistics.
  - vi. Provide support for other CMUA conferences, events, and Legislative and Regulatory Affairs Committee meetings. Includes securing speakers on key policy topics, participating as a panelist or moderator, and providing legislative updates and briefings to committee meetings. This will require in-state travel.
  - vii. Take primary responsibility for performing the Consultant services, and refrain from delegating its duties to another person without the consent of CMUA. If Consultant is a firm, ensure that a principal from the firm is primarily responsible

for executing the Consultant services, and refrain from delegating its duties to an associate or other person without the consent of CMUA.

- viii. Refrain from any private or business relationships or activities that could result in a conflict of interest or could reasonably be perceived as a conflict of interest.

## **2.4 Control of Work**

The Contractor's activities will be under the direction and control of CMUA's Government Affairs Staff, primarily the Director of Water, the Director of Energy, and Executive Director.

## **2.5 Conflict of Interest**

The Proposer must provide a list of clients and identify any current client of the firm which could present a conflict of interest with CMUA account. Clients of firm and all individuals working on this project shall be updated and reported to CMUA as they occur throughout the year to evaluate the potential for conflicts.

CMUA will reserve the right to terminate a contract with the firm or individual on a continuous basis if a conflict is identified and the Contractor refuses to mitigate the conflict to the satisfaction of CMUA.

## **2.6 Location**

Proposer must have an office within a one mile radius of the State Capitol Building in Sacramento, California.

## **2.7 Personnel**

All Contractor personnel assigned to the CMUA project shall be fully qualified for the lobbying services required hereunder and approved by CMUA prior to their assignment to contract activities. The Contractor shall confirm that the technical qualifications of all personnel assigned to this contract meet applicable industry standards. The qualifications, standards, and procedures used to provide personnel to perform required services under this agreement shall be made available for CMUA review upon request. The Contractor shall ensure that, to the extent within their control, the personnel approved will remain on the project for the full term of the assigned task. In the event that key lobbyist personnel handling CMUA's account leave the Contractor's firm, CMUA reserves the right, at its sole discretion, to terminate the contract with fifteen (15) days' notice and award to the firm that might be the subsequent employer of that lobbyist or such key personnel.

### **3. Instructions to Proposers**

#### **3.1 General**

Proposers responding to this Request for Proposals are due at 5:00 p.m., local time, Monday, January 22, 2018. Submit all proposal materials in a single document electronically in PDF form to [trexrode@cmua.org](mailto:trexrode@cmua.org).

#### **3.2 Explanations to Proposers**

Should the Proposer find discrepancies in or omissions from this document, or should the intent or meaning appear to the Proposer to be obscure or ambiguous, the Proposer should immediately send CMUA an electronic written request for interpretation, clarification, or correction thereof before submitting a proposal. The Proposer making such a request will be solely responsible for the timely receipt of the written request by CMUA. Replies to such inquiries will be made only in the form of addenda to this Request for Proposals, and will be issued simultaneously to all business firms or persons who have obtained a copy of the Request for Proposals from CMUA. Verbal requests for information during the period of proposal preparation are not an acceptable form of communication during the proposal preparation period.

Direct all communications regarding questions on this Request for Proposal prior to the due date to [trexrode@cmua.org](mailto:trexrode@cmua.org). There will be no response to verbal requests.

CMUA will not be bound by any verbal interpretation of the Request for Proposals, which may be made by any of its representatives or employees. The only form to respond to questions will be made electronically to requestors of this Request for Proposals.

#### **3.3 Withdrawal or Modification of Proposals**

Proposals may be modified or withdrawn only by a written request received by CMUA prior to the Request for Proposals due date.

#### **3.4 Addenda**

If it becomes necessary to revise or supplement any part of this Request for Proposals, an addendum will be provided to all requestors of the RFP. No acknowledgement of receipt of any addenda shall be required by CMUA.

#### **3.5 Conditions**

CMUA assumes no responsibility for any representation made by its representatives or agents, during or prior to the execution of a contract pursuant to this Request for Proposals, unless such information is in writing in the form of an addendum to this Request for Proposals.

Proposers agree to submit proposals without legal recourse against CMUA, its members, managers, contractors or individuals working for CMUA for rejection of any response(s) or for failure to execute an agreement for any reason. CMUA shall not be liable to any Proposer or party at law or in equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP.

By submitting its response, each Proposer waives any right to challenge any valuation by CMUA of any responses of any Proposer or any determination of CMUA to select or reject any response of any Proposer or take any action contemplated by this RFP, including any right of a Proposer to intervene in any governing body proceeding for the purpose of protesting the selection or rejection of any respondent, any other decision of CMUA contemplated by this RFP or any resulting agreement related to a selected respondent. Each Proposer, in submitting its response, irrevocably agrees and acknowledges that it is making its response subject to and in agreement with the terms of this RFP and agrees that CMUA shall be entitled to specific performance of its rights hereunder and injunctive relief.

### **3.6 Pre-Proposal Conference Call**

A pre-bid conference call will be held 3 p.m., Thursday, January 4, 2017.

Call in: (641) 552-9139

Access Code: 590-312

Attendance at this conference call is informational only, and not mandatory. Written notes shall not be supplied as a result of the call. There shall be no in-person meeting to discuss this Request for Proposals.

### **3.7 Proposal Evaluation and Selection Process**

The proposals submitted in response to this solicitation shall be evaluated for award based on the criteria described in the Proposal Evaluation Criteria section (4.0) of this Request for Proposals.

CMUA may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on CMUA's review of the proposals received, a short-listed group of Proposers may be selected. The short-listed firms may be required to make verbal, in-person presentations of their qualification to CMUA. If a presentation is requested and required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and is in the best interests of CMUA to accept it.

CMUA reserves the right, as the interest of CMUA may require, to reject any or all proposals and to waive any irregularity in the proposals received. Furthermore, CMUA reserves the right not to choose a Proposer and to not award a contract for lobbying services, if it so chooses.

### **3.8 Non-Exclusive Agreement**

If awarded a contract under this Request for Proposal, the contract will NOT establish an exclusive arrangement between CMUA and the Proposer. CMUA reserves, among others, the following rights:

- The right to use others to perform work and services described in this Request for Proposals.
- The right to request proposals from other contractors for work described in the Request for Proposals without requesting a proposal from the Contractor.

- The unrestricted right to bid any work or services described herein.

### **3.8 Term of Contract**

This contract shall be for approximately a three-year period, subject to approval by CMUA's Board of Governors of the corresponding annual budget, unless otherwise mutually agreed upon in writing. CMUA reserves the right, if funding becomes unavailable through action by its Board of Governors, to terminate the contract with Proposer at any time. At the conclusion of each calendar year, at its sole discretion CMUA will determine if the contract shall continue for the next calendar year.

CMUA prepares its Annual Budget on a July 1-June 30 basis. The Budget is subject to the approval of CMUA's Board of Governors. Budgets are approved by the Board of Governors and general membership of CMUA in the March/April timeframe of each year.

### **3.9 Qualifications of Proposers**

CMUA expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Proposer, compared to the work proposed, justifies such rejection.

### **3.9 Proposal Preparation Costs**

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to CMUA.

### **3.9 Conflicts**

A contract for work shall be the result of a successful RFP process. If conflicts exist between the contract and the other elements of this Request for Proposals, the contract prevails. If a conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If a conflict exists between the contract and applicable federal or state law, rule, regulation, order, or code; the law, rule, regulation, order, or code shall control.

### **3.10 Payment**

The Proposer shall be reimbursed for work performed under the contract in accordance with the items described in the Statement of Work section of this Request for Proposal.

### **3.11 Billing**

Billing shall be submitted to CMUA monthly by the Contractor and will be paid within 30 days of receipt, unless there are discrepancies in billing. In such cases, CMUA and Contractor will make every effort to resolve discrepancies as quickly as possible.

### **3.12 Subcontractors**

The Proposers must describe in their proposals the areas that they anticipate subcontracting to specialty firms or individuals. Identify the firms and describe how Proposer

will manage these subcontracts. The firms shall be clear listed and discussed in the Proposer's proposal.

Contractor to pay subcontractors in a timely manner. Nothing contained in the contract shall create any contractual relation between any subcontractor and CMUA, and CMUA shall not be responsible to pay any subcontractors with whom it has no written contractual relationship.

### **3.13 Contract Compliance**

CMUA may conduct post-award monitoring of any contract. Contractors are required to maintain certified payroll reports by the contractor and all subcontractors, regardless of contract amount.

### **3.14 Falsification of Information**

Falsification of information required by this solicitation may cause CMUA to cancel any existing contracts with the Proposer/vendor.

### **3.15 CMUA Rights**

This RFP does not commit CMUA to enter into a contract. CMUA reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subcontractors;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with CMUA;
- Utilize others to perform or supply work of the type contemplated by this RFP; and/or
- Request proposals from others with or without requesting proposals from contractors for work of the type contemplated by this RFP.

Evaluation of a response does not constitute a commitment by CMUA to acquire such services from any source. CMUA and CMUA Members are not obligated in any way to proceed with this RFP or consider or enter into any agreement or undertake any liability to any Proposer in connection with this RFP and any and all responses, whether qualified or not, may be rejected without any liability whatsoever to any Proposer on the part of CMUA or any CMUA Member. CMUA shall not be responsible for any costs incurred by Respondent to prepare, submit, negotiate, contract, or participate in this RFP process.

#### 4. Proposal Evaluation Criteria

Proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting.

Item	Proposal Criteria Description	Weighting
1	Proposer's Experience and Qualifications as a Company	20%
2	Experience and Qualifications of Key Project Personnel	20%
3	Ability to Respond to CMUA's Needs in the Scope of Services	40%
4	Commercial Terms (Price) and Compliance with CMUA's Contractual Terms	20%
	Total	100%

More weight is given to the management of and ability to meet the Scope of Work of the Proposer than on price. In the event it is evident that the prices proposed appear to be unbalanced compared to items charged or are otherwise determined by CMUA to be unfair or unreasonable, CMUA reserves the right to reject the proposal and award to the Proposer who otherwise meets the requirements of this Request for Proposals.

## 5. Proposal Structure Requirements

To facilitate CMUA's review process, each proposal must contain ALL of the information within this section and is organized in the sequence that the items appear in this section.

Proposals must be prepared on 8-1/2 x 11" format, and be transmitted in PDF format to CMUA. Please provide responses to all sections.

### Required Proposal Format

#### Section 1: Basic Information

- A. Company name
- B. Physical address
- C. Primary contact for this proposal
  - i. Title
  - ii. Phone
  - iii. Email
- D. Name of principal who can contractually bind the company with CMUA
  - i. Title
  - ii. Phone
  - iii. Email
- E. Name of Subcontractors (complete this information for each subcontractor)
  - i. Company name
  - ii. Physical address
  - iii. Primary contact for this proposal
  - iv. Title
  - v. Phone
  - vi. Email
  - vii. Percentage of the project the subcontractor will be responsible for

#### Section 2: Proposer's Experience and Qualifications as a Company (20%)

- A. Describe the company(ies) proposing (e.g., origin, background, size)
- B. Describe the Proposers' expertise in the areas of energy and water
- C. Describe the Proposers' experience in working with public agencies and understanding of their needs compared to private entities.
- D. Provide a list of three to five clients and/or former clients who have received similar services from the proposers. Include name of organization, short description of their purpose, name of contact, phone and email address.
- E. Provide a full list of the clients of all the Proposers.
- F. Identify client(s) your firm currently represents which you believe could present a conflict of interest with the CMUA account, and describe the nature of the potential conflict.
- G. Include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five years.

Section 3: Experience and Qualifications of Key Project Personnel (20%)

- A. Provide a company(ies) organization chart
- B. Provide a brief resume of key individuals on the organization chart who will be committed to the CMUA account. For each, include the following information:
  - a. Name
  - b. Position
  - c. Experience Summary (highlight information related to the scope of this Request for Proposals)
  - d. Educational Background
  - e. Total hours of availability per month to provide the services proposed.
  - f. Other relevant experience
  - g. Ensure in writing, that to the extent within its control, the personnel proposed to work on this project shall remain available to the project for the full term of the contract.

Section 4: Responsiveness to the Scope of Work (40%)

- A. Describe the proposers' responsiveness to CMUA's needs identified in the Statement of Work (from 2.3, above)

Section 5: Commercial Terms (Price) and Compliance with CMUA's Contractual Terms (20%)

- A. The price for services rendered includes - for all staff working on the CMUA account - all salaries, benefits, administrative, and local transportation costs. It does not include transportation costs to attend CMUA events outside of Sacramento or attendance at meetings or events requested by CMUA. These would be reimbursed separately by CMUA to the Contractor as direct costs.
- B. The Proposer shall note all exceptions taken to this Request for Proposals. CMUA reserves the right to reject any proposal based on noncompliance with the criteria identified in this Request for Proposals.

<b>Description</b>	<b>Price per Month</b>	<b>Price per Year</b>
Monthly Retainer Fee – Year 1 (assume 11 months)	\$	\$
Monthly Retainer Fee – Year 2	\$	\$
Monthly Retainer Fee – Year 3	\$	\$
<b>TOTAL for 3 Years</b>	N/A	\$