



**Request for Qualifications
for
Legislative Lobbying Services**

January 27, 2025

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REQUEST FOR QULIFICATION

The Stockton East Water District (SEWD or District) is requesting statements of qualifications from firms or individuals to provide lobbying services on its behalf. SEWD is looking for a government relations and lobbying firm to facilitate communication with elected officials and other agencies. The selected firm will be expected to offer advice and guidance on advocacy and government relations strategies to protect and advance the District's priorities and secure program funding.

Any qualified firms interested in offering the services described in this RFQ are encouraged to submit their statement of qualifications (SOQ). The submitted SOQs will serve as the foundation for selecting the Consultant(s) for this service. The Consultant's qualifications will be assessed and ranked based on the criteria outlined in the "Evaluation Criteria" section of this RFQ.

Additional information may be obtained by contacting:

Bianca Rodriguez, Administrative Assistant
Stockton East Water District
PO Box 5157
Stockton, CA 95205

6767 East Main Street, Stockton, CA 95215
Phone: (209) 948-0333
Email: brodriguez@sewd.net

Two copies of the Proposal and one copy of the Transmittal Letter, Technical Proposal and Rate Schedule in a sealed envelope must be submitted. All Proposals must be sealed and submitted on or before 5:00 p.m. PST, Friday, March 7, 2025 to the following:

Stockton East Water District

Deliver to: 6767 East Main Street
Stockton, CA 95215

Mail to: PO Box 5157
Stockton, CA 95205

NOTE: Please mark the outside of the envelopes with the following:

LEGISLATIVE LOBBYING SERVICES

INTRODUCTION

The Stockton East Water District provides water services to approximately 6,600 customers. SEWD was formed in 1948 under the Water Conservation District Act of 1931 of the State of California for the purposes of acquiring a supplemental water supply and improvement of the groundwater basin. SEWD was reauthorized in 1971 pursuant to a Special Act of the State of California Legislature. SEWD currently includes 143,300 acres of land bounded roughly by Eight Mile Road on the north and French Camp Road on the south, the Delta on the west and the San Joaquin County line on the east. The entire City of Stockton lies within the District, as do the communities of French Camp and Linden. SEWD includes approximately 325,000 urban residents and 23,300 rural residents. There are approximately 47,900 acres of urban land and 95,400 acres of agricultural land within SEWD of which 53,000 acres are irrigated or planted in a variety of orchard, row and field crops.

SEWD's Board of Directors consists of seven (7) members elected by the public served by the District. SEWD's staff consists of a General Manager and a support staff of approximately 50 regular employees.

SCOPE OF WORK

The selected firm or individual will be responsible for providing primarily federal, and on occasion state, legislative representation and lobbying services on behalf of the District. Services to be provided may include, but are not limited to, the responsibilities, tasks, and activities listed below. Respondents may include additional services.

1. Support a positive relationship with the Governor's office, State Legislature, State Water Resources Control Board, Department of Water Resources, and/or other agencies.
2. Support a positive relationship with Federal Legislature, U.S. Bureau of Reclamation, U.S. Army Corps of Engineers, National Oceanic and Atmospheric Administration, and/or other agencies.
3. Monitor and assess state and federal legislation, as well as relevant administrative and regulatory processes, to identify matters that may impact the District.
4. Provide legislative and regulatory lobbying, as needed.
5. Engage with key officials (executive, legislative and local government) and stakeholders to support the District's goals in securing permits, grants, incentives, and favorable laws and regulations.
6. Work directly with legislators and staff, the governor's office, public officials and state agencies, District associations, special interest and industry groups, local governments, and other professional organizations to develop support for or opposition to proposed legislation, funding, policy, and regulatory decisions that may affect the District.
7. Coordinate meetings with State and Federal Legislators and agency department leaders to provide the District the opportunity to meet face-to-face with key decision-makers on pertinent District issues.

All responsive statements of qualifications will be evaluated and assigned a score by a team of raters. Successful firm(s) may be invited to participate in an interview to further discuss their firm's ability to provide the services require by the District. The District is seeking to execute a twelve (12) month contract (Attachment A) with two (2) options to extend the term of the agreement following the end of the initial term. Each option term shall be for a period of twelve (12) months, for a total maximum contract period of thirty-six (36) months.

PROPOSAL CONTENT

The Firm must prepare a Transmittal Letter, Technical Proposal and a Fee Schedule for the work to be performed and submit as part of the Professional Lobbying Services Proposal.

The Lobbying Services Proposal package must contain the following:

A. Transmittal Letter:

1. A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the required time period, a statement of why the Firm believes itself to be the best qualified to perform the engagement, and a statement of how long the Proposal will remain in effect.

B. Technical Proposal:

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake legislative lobbyist service of SEWD, in conformity with the requirements of this Request for Qualification. The Proposal shall demonstrate the qualifications of the Firm and of the particular staff to be assigned to this engagement.

1. **Cover Letter** – Shall be addressed to Justin M. Hopkins, General Manager and must at minimum, contain the following information:
 - a. Brief summary of Consultant's profile, qualifications and capabilities which specifically addresses the organization's knowledge and experience under this RFQ.
 - b. A statement attesting that all information submitted with the SOQ is true and correct.
2. **License to Practice** – An Affirmation Statement should be included that the Firm and all assigned key professional staff are properly licensed to practice in the State of California.
3. **Firm Qualifications and Experience** – The Consultant shall summarize the qualifications and relevant experience for the consultant firm, proposed any subconsultants. The following items should be included:
 - a. **Project Team** – Identify the contact person with primary responsibility for this project, other key project personnel, including sub-consultants, and their individual areas of responsibility. Key personnel listed will be considered as committed to the project. A resume of all key personnel assigned to the project, including sub-consultants, shall be submitted.

- b. **Relevant Project Experience** - Describe the team's experience in providing services as shown in the "Scope of Work" section above. Provide five (5) relevant examples in the past three (3) years specifically related to the scope of work. For each listed experience, provide client name, contact person, and current phone number and e-mail address. References should include a brief description of what the Consultant's firm provided.
4. **Partner/Supervisory/Staff Qualifications and Experience** – The Firm should provide details on the government lobbying experience of each individual, including information on relevant continuing education and professional organizations that pertain to the execution of the potential agreement.

References: Provide two or more references from water agencies that can supply information on the quality of your services during the past two (2) years.

C. Fees:

- 1. **Fees:** Proposers shall provide a fee schedule to include hourly rates and titles of staff proposed. This information will not be used as a determining factor as to which firm we will enter into an agreement with. It will be used as a basis of compensation for future work under the Agreement.

EVALUATION AND CRITERIA

Criteria	Points
Consultants understanding of the Districts needs under this RFQ and overall responsiveness to the requirements.	10
Consultant Team - expertise, capabilities and technical competence of key personnel, familiarity with state and federal procedures, local experience on comparable services/municipal agencies.	35
Relevant experience performed by the Consultant Team; details about comparable services completed by the firm, as well as local experience; ability to provide the required services; references from agencies	30

Technical competence and expertise as demonstrated by the proposer's expressed subject matter understanding, proposed approach, delivery and methodology.	25
Interview	20

Attachment A – Scope of Work

Attachment B – Fees Schedule

Attachment C – Sample Contract

Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT PROJECT: _____

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the Stockton East Water District, a California public agency (“District”), and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.] (“Consultant”).

	District	Consultant
	Stockton East Water District	(Consultant Firm)
Mail to:	P. O. Box 5157 Stockton, CA 95205	(Contact Person) (Title)
Deliver to:	6767 East Main Street Stockton, CA 95215	(Mailing Address) (City, State, ZIP)
Telephone:	(209) 948-0333	(Telephone)
FAX:	(209) 948-0423	(FAX)

1. SERVICES.

Consultant shall perform, at the direction of District, the Scope of Work as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. The standard of care for Consultant’s services shall be the care and skill ordinarily used by members of Consultant’s profession practicing under the same or similar circumstances at the same time and in the same locality.

2. COMPENSATION.

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in EXHIBIT “A.” The total compensation shall not exceed the Contract Price without District’s prior written approval.

Contract Price:

\$XXX,XXX.XX

Consultant shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of no less than one quarter (1/4) hours. District shall pay invoices within thirty (30) calendar days after receipt, if the services specified in the invoice have been satisfactorily completed.

Reimbursable Expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by District. Items shall be separated into Services and Reimbursable Expenses.

Billings that do not conform to the format outlined above shall be returned to Consultant for correction. District shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

3. FORM W-9.

Consultant must complete and submit a current Form W-9 to the District prior to the start of the project.

4. PREVAILING WAGE.

If this Contract qualifies as a Public Works Contract and registered on the Department of Industrial Relations website, Contractor Certified Payroll Reports (eCPR) must also be submitted electronically to the District within 30-days of closing each pay period.

5. GENERAL CONDITIONS.

The General Conditions set forth in EXHIBIT "B", which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Conditions and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Conditions shall control over said terms or conditions.

6. AUTHORITY.

The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant and to bind Consultant to the performance of its obligations hereunder.

7. NOTICES.

Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as shown above. Either party may amend its address for notice by giving notice to the other party in writing.

8. ATTACHMENTS.

All ATTACHMENTS referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

- Exhibit A – Scope of Work (to be provided by Consultant)
- Exhibit B – General Conditions

9. ACCEPTANCE, the parties hereto execute this Agreement

Accepted by:

Stockton East Water District

(Consultant Firm)

Justin M. Hopkins
General Manager

Date

(Name)
(Title)

Date

Other authorized representatives:

Juan M. Vega, Assistant General Manager

10. INSTRUCTIONS.

Sign Agreement, provide Certificates of Insurance, Form W-9 and return original. Upon acceptance by the Stockton East Water District, a copy will be signed by its authorized representative and promptly returned to you.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs arising there from.

Safety - The Consultant shall execute and maintain their work so as to avoid injury or damage to any person or property.

In carrying out their work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including but not limited to State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Indemnification - To the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless and defend Stockton East Water District, its directors, officers, employees, and authorized volunteers and each of them from and against:

- a. When the law establishes a professional standard of care for Consultant's services, all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Stockton East Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, all claims and demands of all persons arising out of the breach of this Agreement or negligent or wrongful acts or omissions of consultant, including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or, the active negligence of Stockton East Water District, its directors, officers, employees, or authorized volunteers.
- c. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of resulting from, or on

account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.

- d. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Consultant shall immediately defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Stockton East Water District or any of its directors, officers, employees, or authorized volunteers.

Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Stockton East Water District or any of its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings.

Consultant shall reimburse Stockton East Water District or its directors, officers, employees, and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Stockton East Water District or its directors, officers, employees, or authorized volunteers. However, Consultant's defense and indemnification obligations shall be limited to the percentage of fault apportioned to consultant by a court of law, arbitrator, or by mutual agreement of parties to this Agreement.

OTHER CONDITIONS

Assignment or Transfer - Consultant is employed to perform unique personal services. Consultant shall not assign this Agreement without the prior written consent of District. Consultant shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of District.

Independent Contractor - Consultant shall act as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of District by reason of this Agreement.

Attorney's Fees, Venue, Governing Law - If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in San Joaquin County, California, regardless of where other venues may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Termination of Agreement - District may terminate this Agreement without cause by giving Consultant ten (10) calendar days advance written notice from the General Manager. Consultant may terminate this Agreement without cause by giving District thirty (30) calendar days advance written notice. Each party may also terminate this Agreement for cause but only after providing the other party written notice of the breach and a period of ten (10) calendar days to cure. In the event of termination through no fault of Consultant, District shall compensate Consultant for services performed as of the date of termination, upon the release to District of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. District retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

Copyright, Ownership and Use of Materials - All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, Consultant hereby assigns to District all right, title, and interest, including but not limited to all copyrights, in all Material created by Consultant in its performance under this Agreement. Material constitutes the scope of work outlined in EXHIBIT "A" and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by Consultant is, and shall remain, the property of District. Any modification or reuse of the Materials for purposes other than those intended by this agreement shall be at District's sole risk and without liability to Consultant.

Prevailing Wage – This project is a Public Works project per Labor Code section 1720 and is subject to compliance monitoring and enforcement by the California (CA) Department of Industrial Relations (DIR). All labor working on Public Works Project must be paid prevailing wages as determined by DIR. Failure to comply with public works requirements can result in civil penalties, criminal prosecution, or both as determined by DIR.