



REQUEST FOR PROPOSALS

FOR

STATE LEGISLATIVE ADVOCACY SERVICES

SACRAMENTO AREA SEWER DISTRICT
LEGISLATIVE AND REGULATORY AFFAIRS

RFP No. 9148

RFP ISSUE DATE: March 28, 2025

PROPOSAL DUE DATE & TIME: April 29, 2025, 3:00 PM PT

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1. INTRODUCTION

The Sacramento Area Sewer District (SacSewer) is a sewage collection, treatment, and resource recovery utility providing service to more than 1.6 million people in a 386 square-mile service area in the Sacramento region. SacSewer's service area includes the unincorporated areas of Sacramento County, and the cities of Citrus Heights, Rancho Cordova, Elk Grove, Folsom, Sacramento, and West Sacramento.

SacSewer owns and operates over 5,000 miles of sewer pipes and is responsible for the operations and maintenance of those pipes. Sewage is collected from residential, commercial, and industrial customers and conveyed to SacSewer's EchoWater Resource Recovery Facility (EchoWater Facility) near Elk Grove.

The following is SacSewer's mission and vision statement:

***Mission:** Protecting public health and the environment by collecting, treating, and recovering resources from sewage.*

***Vision:** Setting the bar for excellence in sewage management and environmental sustainability.*

2. BACKGROUND

SacSewer is the second largest sewage collection utility in California, and we own and operate the second largest water resource recovery facility of its kind in the nation, the EchoWater Resource Recovery Facility located near Elk Grove. In addition to providing service to residential, commercial, and industrial customers throughout the multiple counties and cities, SacSewer is a key player in statewide and regional water and sustainability issues, has been an environmental steward of the Sacramento-San Joaquin Delta environment, and provides leadership in utility, water, and various trade organizations throughout the State.

3. OBJECTIVE

SacSewer is seeking proposals from qualified entities interested in representing SacSewer before the State government including, without limitation, the Governor's office, the Legislature (including committees), administrative agencies such as the State Water Resources Control Board, California Water Commission, California Natural Resources Agency, among others, on matters related to water and natural resources, wastewater and water infrastructure, sewage and treatment management, resource recovery, and public agency governance.

4. RFP TIMELINE

Event or Action	Deadline
Release of RFP	Friday, March 28, 2025, 5:00 PM PT
(Optional) Pre-Proposal Conference	Thursday, April 10, 2025, 3:00 PM PT – 4:00 PM PT
Question Submission Deadline	Thursday, April 17, 2025, 5:00 PM PT
Final date to provide Responses to Questions on Business Opportunities webpage	Tuesday, April 22, 2025, 5:00 PM PT
Proposal Submission Deadline	Tuesday, April 29, 2025, 3:00 PM PT
Consultant Interviews (if requested by SacSewer)	Week of May 12, 2025
Notice of Intent to Award	May 2025 or later

5. PRE-PROPOSAL CONFERENCE

SacSewer will hold a pre-proposal conference for potential RFP participants to meet with SacSewer staff, ask questions, and discuss the content of the RFP in further detail.

Attendance at the pre-proposal conference is strongly recommended but is not a prerequisite for submission of a proposal.

SacSewer will address oral questions during the conference and will make a reasonable attempt to provide answers before the conclusion of the conference. Oral answers provided at the conference shall not be binding on SacSewer. A document containing all the questions asked at the pre-proposal conference, along with SacSewer’s formal answers thereto, will be uploaded to this RFP’s posting on the SacSewer Business Opportunities website no later than the date set forth in Section 4 – RFP Timeline. Failure to attend the pre-proposal conference shall not be grounds for a later claim by any proposers of unfamiliarity with the RFP and any addendums issued thereto.

Pre-Proposal Conference Information

Date & Time: see Section 4 – RFP Timeline

Location(s): Virtual Meeting

Attendees should contact Jofil Borja via email at borjaj@sacsewer.com for an invitation to the virtual conference in Microsoft Teams.

6. QUESTIONS AND COMMUNICATION ABOUT THIS RFP

All communication regarding this RFP should be directed to Jofil Borja via email at borjaj@sacsewer.com, SacSewer’s designated point of contact. Questions for this RFP should be submitted to SacSewer’s designated point of contact via email no later than the date and time stated in Section 4 – RFP Timeline. Inquiries and responses will be posted at <https://www.sacsewer.com/business-opportunities/> by no later than date stated in

Section 4 – RFP Timeline. Please note the SacSewer will respond only to technical questions. Under no circumstances will interpretive guidance be provided. No oral interpretations shall be made to any respondent as to the meaning of any of the documents.

It is the responsibility of interested firms to periodically check the SacSewer website for addenda to this RFP and responses to inquiries.

7. SCOPE OF SERVICES

The scope of services will include but are not limited to those denoted below. A submitted proposal must address the entire scope of services listed.

Represent SacSewer and advance SacSewer’s policy, regulatory interest and support its applications for grants and other interests within the State legislature, Governor’s Office, and State Agencies:

- a. Identify proposed legislation, regulations, and sources of state and regional funding that could impact SacSewer
 - b. Analyze proposals for potential impact to SacSewer
- a. Provide SacSewer regular written reports and trackers on proposals

Advise SacSewer on and, when needed, provide:

- a. Draft legislation and/or amendments to proposed legislation or regulations
- b. Position papers/analyses
- c. Testimony for hearings
- d. Draft talking points for meetings
- e. Review and draft grant applications

Additional Services:

- Lobby and work with legislators and legislative staff, representatives and staff of state offices and agencies and other parties who may have similar or adversarial positions to SacSewer’s position
- Arrange meetings for representatives of SacSewer with state government officials and others, as may be necessary
- Participate in bi-weekly or monthly meetings with SacSewer staff
- Communicate, as needed, with the Board of Directors, General Manager, Director, District Counsel and Legislative Manager
- Comply with all requirements of the Political Reform Act and the regulations of the Fair Political Practices Commission, including compliance with all lobbying reporting requirements by filing disclosure reports on behalf of SacSewer

- Provide SacSewer with a written annual report, related to SacSewer state agenda, a summary of services provided on behalf of SacSewer, and outcomes of service provided
- Provide analysis on pending regulations and legislation that have impact to SacSewer's programs

8. BASIS FOR COMPENSATION

Time and Expenses: Compensation for services rendered will be based on a Time and Expenses basis with a not-to-exceed dollar ceiling for the entire contract.

9. ORGANIZATION AND CONTENT OF PROPOSAL

Consultants must provide complete and current information for all categories listed below. A Proposal shall not exceed 20 singled-sided pages. The following items will not count against the maximum page count: Transmittal Letter, Table of Contents, Section Dividers, sealed Cost Proposal, Resumes, Insurance, Conflict of Interest Form, Employment Practices, Exceptions to Sample Agreement Terms and Conditions, and Iran Contracting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia’s Action in Ukraine. In addition page sizes shall be 8 ½ X 11 with font size no smaller than 12 pt. Figures and tables may be on 11 X 17 sheets.

SECTION	CONTENTS
Cover Letter	Transmittal
a	Company Background
b	Consultant Team
c	Project Overview
d	Detailed Project Approach
e	Related Experience
f	Level of Effort
g	Cost Proposal
h	Conflicts of Interest
i	Proprietary Information
j	Insurance
k	References
l	Exceptions to Sample Agreement Terms and Conditions
m	Iran Contracting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia’s Action in Ukraine

a. **Company Background**

Provide a brief introduction of the firm. Include office locations, main areas of expertise, number of staff, company background and history.

b. **Consultant Team**

The proposed project team shall be identified including, but not limited to, specific staff responsible for project management, interfacing with SacSewer, and direct supervision of the project's technical output. Key tasks and associated personnel shall be identified, including their level of participation. A project team diagram must be included. Resumes shall be attached at the end of the proposal and provide key areas of expertise for each team member. The geographic location of the firm and key personnel shall be identified. A local base for key interactive staff is preferred unless the consultant can demonstrate no project impact. All proposed subcontractors shall be identified. Key subcontractors, relevant experience, and supporting material shall be included in the proposal. Consultant staff must have the appropriate level of expertise to perform the requested work.

If the prime consultant intends to solicit subproposals, and/or quotes for certain tasks from qualified subconsultants, subcontractors, other service providers and suppliers, then SacSewer expects the prime consultant to solicit qualified firms in the local business community for such services and supplies.

The solicitation conducted should be as broad as possible to reasonably provide opportunities for, and encourage, relationship building with qualified minority and women- owned firms, and small and local businesses in the Sacramento community. The prime consultant shall not discriminate in the solicitation process.

Substitution of any subconsultants, subcontractors, other service providers and suppliers identified in the proposal upon which the Agreement is based shall not be made without written consent of SacSewer.

c. **Project Overview**

Provide a narrative description of the proposed project based on the Scope of Services. SacSewer will assess your understanding of all aspects of the project based on the overview.

d. **Detailed Project Approach**

Provide a detailed description of the proposed approach to the project as described above. The description must include details related to implementation of the tasks described in the Scope of Services and any recommended revisions to the list of tasks. The approach should recognize, address, and provide for resolution of all aspects of the project.

e. **Related Experience**

Provide a summary of experience with similar projects that the firm, and the proposed team, has completed. The description of each project should include the year(s) during which the work was performed and the firm's role in the project, responsibilities of key team members, and contact person, including telephone number of the project owner.

f. **Level of Effort**

Provide a table showing the proposed total level of effort (LOE), in hours required to complete each task identified in the scope of services. The table shall show, by task, the individual estimated involvement of each key staff member presented in the team organization chart. SacSewer will monitor key staff over the course of the project to confirm their involvement. Supporting staff can be shown by various classes of employees to be used for the services. Services provided by subcontractors must be shown separately within the table.

g. **Cost Proposal**

Provide firm's cost proposal. The submitted cost information must represent the full estimated LOE and project schedule included in the consultant's proposal.

Compensation will be on a time-and-materials basis, with an authorized not-to-exceed amount. Include the following information:

- i. Direct hourly labor rates for those staff billed to the project.
- ii. Estimated labor hours (LOE) and fee by task.
- iii. Types and estimated amount of non-labor costs to be billed to the project.
- iv. Adjustments in rates predicted to occur during the project. For budgeting purposes, a maximum escalation rate of 3 percent per year should be assumed and will be discussed during fee negotiations.
- v. Sub-consultant costs. A maximum markup of five (5) percent is permitted.
- vi. Other direct costs (ODCs). A maximum markup of five (5) percent is permitted.
- vii. Lodging, meals, and travel shall be reimbursed as follows:
 1. Per diem for lodging (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work night, up to five (5) nights per week.
 2. Per diem for meals and incidentals (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work day, up to five (5) days per week.
 3. Airfare and local and home transportation costs will be reimbursed at cost.

4. Mileage will be reimbursed at the current IRS rate which can be accessed by clicking the following link: <https://www.irs.gov/tax-professionals/standard-mileage-rates>

h. **Conflicts of Interest**

Firms submitting proposals in response to this RFP must disclose to SacSewer any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided to be awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect must be included in the proposal. Consultants must submit with their proposal a completed “Conflict of Interest and Non-Collusion Affidavit” Form attached here to as Attachment A.

i. **Proprietary Information**

Any information submitted in a proposal in response to this RFP which the consultant considers to be proprietary must be identified as such, and the consultant must include the legal basis for a claim of confidentiality. SacSewer will not assert the confidentiality of such information unless the consultant executes and submits a written agreement prepared by SacSewer to defend and indemnify the agency for any liability, costs, and expenses incurred in asserting such confidentiality as part of the proposal. The final determination as to whether or not SacSewer will assert the claim of confidentiality on behalf of the consultant is in the sole discretion of the SacSewer.

j. **Insurance**

Provide a summary of the consultant’s present and proposed insurance coverage, including commercial general liability, automobile liability, workers’ compensation, property damage, employer’s liability, and professional liability or errors and omissions liability for the duration of the contract. Please see Attachment C - Sample Agreement and refer to its Exhibit B for SacSewer insurance requirements.

k. **References**

Provide a minimum of three public agency contacts for which your project manager and key team members (as members of your firm) have provided similar services. Provide the name, address, telephone number, and e-mail address of the representative for each of the references.

1. **Exceptions to Sample Agreement Terms and Conditions**

Provide a list of specific exceptions to contract terms and conditions which the consultant will seek from SacSewer’s Sample Agreement. The Sample Agreement is incorporated into this RFP package as Attachment B.

If a consultant does not seek any exceptions from the contract terms and conditions in SacSewer’s Sample Agreement, then a statement stating such must be included in this section.

m. **Iran Contracting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia’s Action in Ukraine**

Please see Section 14 of this RFP for additional information on the Iran Contracting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia’s Action in Ukraine. If either or both forms are completed, they must be placed in this section of the proposal.

If a consultant’s proposal does not meet the requirement for either condition, then a statement stating such must be included in this section.

10. **PROPOSAL SUBMISSION INSTRUCTIONS**

Please submit a total of five (5) (one (1) signed original, three (3) hard copies) sets, and one (1) electronic digital media copy by the proposal submission deadline stated in Section 4 – RFP Timeline. A submitted proposal should be addressed to the following:

Deliver To:
Sacramento Area Sewer District
Attn: Jofil Borja
10060 Goethe Road,
Sacramento, CA 95827

All proposals received after the deadline stated in Section 4 – RFP Timeline will not be accepted.

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11. PROPOSAL RATING CRITERIA

The criteria for evaluating the written proposals are described below:

Criteria	Point Value
Overall Responsiveness to RFP Requirements	5
Company Background	5
Project Overview	15
Detailed Project Approach	25
Related Experience	30
Consultant Team	15
Level of Effort	5
Total	100

12. SELECTION PROCESS

In order to be considered, interested consultants must submit a complete proposal document, with organization and content consistent with Section 8 of this RFP, by the proposal submission deadline stated in Section 4 – RFP Timeline.

Ranking of the proposals will be based on capability/qualifications criteria. Proposals will be evaluated in three phases as follows:

Phase 1: Proposals will be examined as to whether the Consultant understood and responded in accordance with the following requirements:

- 1) Proper completion and submittal of required proposal documents; and
- 2) Related experience requirement met or exceeded.

Phase 2: Proposals that meet the requirements in Phase 1 will be evaluated and scored using the table in Section 11 of this RFP. The table identifies criteria used in the determination of the final proposal ranking. If any single criterion score fails to be above zero, the proposal will be automatically rejected. Those proposals with a weighted score of less than 60 will be disqualified. Based upon the evaluation of the proposals and reference checks, the most responsive proposals may be invited to an interview to further aid the selection process. SacSewer may also elect to complete the consultant evaluation and selection without going through the interview process.

Phase 3: SacSewer will enter into negotiations with the consultant. If a mutually agreeable contract is unable to be negotiated, SacSewer will conclude negotiations with said consultant, and commence negotiations with the consultant with the next highest ranked proposal. This process will continue until an agreement is successfully negotiated or the entire list of eligible consultants is exhausted.

SacSewer reserves the right:

- **To reject any or all Proposals, or any part thereof; and**
- **To select more than one consultant; and**
- **To waive any informality in the Proposal; and**
- **To accept the Proposal that is in the best interest of the SacSewer.**

All SacSewer's decisions will be final.

13. AWARD OF CONTRACT

Award of contract shall be made to the consultant who provides the best value and overall response to the requirements of this RFP. SacSewer may select whichever proposal it determines will best serve its interests. The successful consultant will be selected in accordance with the selection process identified in Section 12 above, and any addenda thereto, except for such immaterial deviation as may be waived by SacSewer. Selection is expected to be made on or about May 2025, or later, subject to final approval by the District Engineer (and/or SacSewer Board of Directors). Consultants who submitted proposals will be notified of the outcome of the selection process.

14. ADDITIONAL TERMS AND CONDITIONS

a. Federal Exclusion List

SacSewer is prohibited from awarding this contract to any person, entity or business that is on the Federal Exclusion List (<https://www.sam.gov/>). If you or your firm is on this list, then SacSewer cannot award this agreement to you, and you should not provide a response to this RFP. In addition, consultant certifies that it shall not contract with a subcontractor that is debarred, suspended or on the Federal Exclusion List.

b. Revision of Proposal

Consultants may withdraw or revise a proposal on the consultant's initiative at any time before the deadline for submission of proposals. The consultant must submit the revised proposal in the same manner as the original proposal on or before the listed proposal's due date and time. In no case will a statement of intent to submit a revised proposal extend any consultant's due date. At any time during the proposal evaluation process, SacSewer may request a consultant to provide oral or written clarification of its proposal.

c. Errors and Omissions in Proposal

Failure by SacSewer to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the consultant from full compliance with the specifications of the RFP or any Agreement awarded pursuant to the RFP.

d. Iran Contracting Act Disclosure

Pursuant to the Iran Contract Act of 2010 (California Public Contract Code, Sections 2202-2208), consultants are ineligible to submit a proposal for projects with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran.

The Iran Contracting Act Disclosure Form, incorporated into this RFP package as Attachment C, shall be completed and submitted by participating firms if the total cost of their proposed solution is in excess of \$1,000,000. The Iran Contracting Act Disclosure Form will also need to be completed by the awarded consultant(s) if the total value of their agreement exceeds \$1,000,000 during its entire term.

e. Economic Sanctions

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SacSewer shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Order is in effect.

Compliance With Economic Sanctions In Response To Russia's Actions In Ukraine Form, incorporated into this RFP package as Attachment D, shall be completed and submitted by the participating firms if the total cost of their proposed solution is in excess of \$5,000,000. Compliance With Economic Sanctions In Response To Russia's Actions In Ukraine form will also need to be completed by the awarded consultant(s) if the total value of their agreement exceeds \$5,000,000 during its entire term. SacSewer shall keep the form and other supporting documentation on file as evidence of compliance with the Order.

(ATTACHMENTS FOLLOW)