

EXHIBIT 4-A



November 1, 2016

To Selected Recipients

Re: Request for Qualifications – Federal Legislative and Agency Lobbyist

Dear Sir or Madam:

The Monterey Peninsula Water Management District (District), is seeking a qualified Consultant to provide Federal Legislative and Agency Lobbyist services for the District's water supply activities on behalf of the Monterey Peninsula. You are invited to submit a Statement of Qualifications for such services.

In general, the selected consultant should offer a deep understanding of the federal budget, legislative process, funding opportunities, and regulatory setting, including both Congress and regulatory departments related to water, including but not limited to BLM, NOAA (NMFS), USBR, USDA, and EPA. Consultant should be able to identify federal crossover with District activities (Pure Water Monterey, Los Padres Dam, Carmel River Mitigation Program, other?) and what benefits of a federal strategy may accrue.

Scope of Services

Scope of work will include, but is not limited to:

- Identifying legislation or proposed regulatory changes that may impact the District.
- Consult with staff to develop positions on relevant legislation.
- Advocate the District's position on bills and matters of interest.
- Represent the District in meetings with staff, directors, or independently with congressional members and staff, administration officials, regulatory agencies.
- Coordinate federal outreach with District's State governmental outreach
- Identify funding opportunities and notify of timing, requirements, and advocate on behalf of District
- Direct contact with associations including ACWA, WateReuse, etc.
- Prepare materials for briefing – talking points, briefing books, letters, as necessary
- Coordinate with other water district lobbyists and organizations
- Maintain close relationships with Monterey legislative delegation

- Organize timely trips as needed, but at least once a year separate from ACWA trip.
- Provide similar services for the District's project partner(s), as needed and at the direction of the District.
- Periodic reporting of activities

It is understood that the responding Consultant's Statement of Qualifications will be used by the District as the basis to qualify firms for further consideration.

This RFQ is issued by the District to provide potential Firms with information, guidelines and rules to prepare and submit a Statement of Qualifications. The submittal must satisfy all criteria established in this RFQ and described in Attachment A to qualify for evaluation.

Any written proposals, other submissions, correspondence and all records made thereof, pursuant to this RFQ shall be opened in public in compliance with state law governing public records and meetings.

Reservation of Rights

The issuance of this RFQ constitutes only an invitation to present qualifications. The District reserves the right to determine, in its sole discretion, whether any aspect of the Statement of Qualifications satisfactorily meets the criteria established in this RFQ, the right to seek clarification from any Consultant submitting qualifications, and the right to reject any or all responses with or without cause. The District also reserves the right to modify the Scope of Services to be considered for this project. In the event that this RFQ is withdrawn by the District, or the District does not proceed for any reason, including but not limited to the failure to occur of any of those things or events set forth herein, the District shall have no liability to any Consultant for any costs of expenses incurred in connection with the preparation and submittal of this RFQ, or otherwise.

Term

Provide Federal Legislative and Agency Lobbying Services to District for a period of two (2) years with the option of one (1) renewal for two (2) additional years.

Qualifications and Selection Process

The District will receive Qualification Statements from potential Firms in response to the Request for Qualifications included in Attachment A of this RFQ. Based on the objective criteria for each of the Response Requirements, Executive Summary, Experience, and Personnel and Equipment, and other such factors as may be determined by the District to be applicable to the particular requirements of the project, the Agency will qualify Firms for further consideration.

Proposals should be submitted by 4:00 p.m. on Thursday, December 1, 2016. Three (3) hard copies shall be addressed and sent to the address below and a copy in PDF format shall be emailed to dstoldt@mpwmd.net

Monterey Peninsula Water Management District (MPWMD)
5 Harris Court, Building G
Monterey, CA 93940
Attention: General Manager

Thank you for your cooperation. If you have any questions or comments concerning the scope of services or Statement of Qualifications, please contact me at 831-658-5651 or dstoldt@mpwmd.net

Very truly yours,



David J. Stoldt
General Manager

ATTACHMENT A

REQUEST FOR QUALIFICATIONS SUBMITTAL REQUIREMENTS

INTRODUCTION AND GENERAL INFORMATION

Proposals should be submitted by 4:00 p.m. on Thursday, December 1, 2016. Three (3) hard copies shall be addressed and sent to the address below and a copy in PDF format shall be emailed to dstoldt@mpwmd.net

Monterey Peninsula Water Management District (MPWMD)
5 Harris Court, Building G
Monterey, CA 93940
Attention: General Manager

Qualification statements received after the aforementioned time and date will not be considered. Submittals shall include all of the information requested in a concise, organized manner. Extraneous material shall not be included.

Respond concisely to each of the requirements or questions as set forth below. Each requirement or question should be addressed separately, with the requirement or question preceding each response. Responses shall be on 8 ½" x 11" format.

All responses to this RFQ shall be prepared at the sole cost and expense of the Consultant. The District assumes no liability for the Consultant's costs for participating in this procurement.

The District reserves the rights stated this RFQ including, in its sole discretion, to modify the procurement process and schedule at any time, to determine, in its sole judgment, those Consultants qualified for the procurement.

CONSULTANT QUALIFICATIONS

Qualification Statements will be considered only from firms normally engaged in the provision of the services specified herein. Firms must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to District. The District reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the terms and conditions. The District will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject qualification statements where evidence submitted, or investigation and evaluation indicates inability of the Firm to perform.

Due to the nature of services provided through this qualification statement the District requires

that the key contact or provider of services to the District maintain residency in the Washington, DC area.

To qualify for consideration for selection as a qualified Consultant, a Consultant must meet certain designated minimum experience and qualifications must be met. These minimum qualifications are outlined in the following sections.

EXPERIENCE

A minimum of five (5) years experience in lobbying on behalf of a municipality, special district, agency, or other local government is required. Consultant shall describe experience, including specific tasks performed and furnished. See “Response Requirements and Format”, below.

CONTRACTOR'S LIABILITY INSURANCE

The Consultant will provide and maintain such insurance as will protect them from claims under Worker's Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom any or all of which may arise out of or result from the Consultant's operations, whether such operations be by itself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified in the form of Contract (see Attachment B) or required by law, whichever is greater, and shall include contractual liability insurance. As a prerequisite to the District signing the Contract, the Consultant will file with the District certificates of such insurance, acceptable to the District; these certificates shall contain a provision for cancellation.

PERSONNEL

Consultant shall demonstrate its capability to provide sufficient staffing to perform under this contract.

OTHER PROJECT CRITERIA

Consultant shall provide copy of most recent Financial Disclosure, if required to file.

CRITERIA FOR EVALUATION AND AWARD

The successful Consultant will be selected based upon the best response offered to the District. Consultants may be requested to participate in a telephone interview after submission of responses or an in-person interview.

Submitted Qualification Statements will be evaluated and scored on the following criteria:

Criteria (1 – Poor – Max Points – Excellent)	Possible Points
Experience - with municipalities, special districts, agency's & other governmental entities	25
Experience - with specific federal agencies	25
Experience - with specific water-related issues	25
Personnel	25
Total Possible Points	100

RESPONSE REQUIREMENTS AND FORMAT OF THE QUALIFICATION STATEMENT

CONSULTANT INFORMATION

- Name of Firm
- Contact person
- Telephone number
- Email address

EXECUTIVE SUMMARY

The Executive Summary shall not exceed two (2) pages. The Executive Summary shall include a brief description of the Consultant's understanding of the role and key responsibilities of the Consultant in this contract. Please describe the scope of services you intend to provide under a contract with the District. **DO NOT address specific technical details, means, methods, and techniques for this project.**

EXPERIENCE QUESTIONS

1. How many years of experience in lobby on behalf of a municipal, special district, agency, or other local government water entities does your firm have?
2. What percentage of your clients are public sector (local government or local agency) water entities?
3. Current and Previous Contracts - list all water-related clients for whom you have previously and/or are currently servicing. Also list any non-water-related clients in Monterey County, if any.
4. Describe any experience your firm has working with BLM, NOAA (NMFS), USBR, USDA, and EPA, or any other federal agencies you believe relevant to the District.
5. Describe any experience your firm has working with legislative delegations, their staff, and committees.
6. Provide references with contacts, name, title, affiliation, telephone numbers and email addresses

PERSONNEL AND EQUIPMENT QUESTIONS

1. Organization - a brief Corporate (firm, partnership, etc.) history, number of personnel, table of organization, scope of operations.
2. Personnel - list all persons authorized to negotiate for your Consultant, provide the names of all Consultant officers or directors, provide the names and credentials of all persons who will be specifically committed to working for the District.
3. Provide the appointed name of person or persons to act as a primary contact for all District members.
4. The Consultant shall identify available hours for District activities, examples of reports and analysis, and how the District accounts will be managed.

FEE QUESTION

Please provide a fee quote and describe your billing practice. Fees may be quoted as an annual retainer, a retainer plus fees for additional services, or hourly as incurred.

ATTACHMENT B – SAMPLE CONSULTANT CONTRACT

AGREEMENT BETWEEN THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND _____ (“CONSULTANT”) FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this ____ day of _____ 2016, by and between _____, hereinafter called "Consultant," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD".

SECTION I - SCOPE OF SERVICES

MPWMD hereby engages Consultant for services as set forth in **Exhibit A**, Scope of Work.

SECTION II – COMPENSATION

A. FEE SCHEDULE

Fees payable to Consultant for services specified herein shall be in accordance with the Fee Schedule in **Exhibit B**.

B. METHOD OF PAYMENT

Payment of fees shall be based on work completed, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the schedule shown in **Exhibit C**, Work Schedule. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by MPWMD that work performed has been satisfactory and that payment is for the work specified in **Exhibit A**, Scope of Work. Where MPWMD finds the work to be unsatisfactory, MPWMD shall describe deficiencies in writing to Consultant within ten (10) days.

Five percent (5%) of the maximum payment shall be retained until all work described in **Exhibit A, Scope of Work** is completed to the satisfaction of MPWMD. The final invoice for work performed shall be submitted not later than sixty (60) days following notification by MPWMD of completion of such work. The final invoice shall be paid not later than 30 days after receipt of the final invoice.

C. MAXIMUM PAYMENT

Payments to Consultant for services rendered and expenses incurred under this Agreement **shall not exceed \$ _____**.

SECTION III - INSPECTION OF WORK

The books, papers, records and accounts of Consultant or any subconsultants retained by Consultant insofar as they relate to charges for services, or are in any way connected with the work herein contemplated, shall be open at all reasonable times to inspection and audit by the agents and authorized representatives of MPWMD. Said records shall be retained for a minimum of five (5) years after completion of services.

SECTION IV - OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of MPWMD. Digital data used to generate tables, figures, diagrams, images, Geographical Information System (GIS) or Computer Aided Design (CAD) layers shall be considered separate deliverables and shall be provided to MPWMD after acceptance by MPWMD of the final work product(s).

Consultant may retain copies for his/her own use.

SECTION V - TIME OF PERFORMANCE

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule shown in **Exhibit C**, Work Schedule. Time is of the essence to this Agreement, and late performance shall result in a waiver of a part of the fees payable pursuant to the terms of this Agreement.

SECTION VI – RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over his/her employees and subconsultants, and shall determine the method of performing the services hereunder.
- B. MPWMD shall provide Consultant with all relevant data and studies in its possession without charge.
- C. MPWMD shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Services.
- D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.
- E. The officers, agents, and employees of MPWMD shall cooperate with Consultant in the performance of services under this agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations

hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.

F. The Consultant agrees to indemnify, defend and save harmless MPWMD, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, material men, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subconsultants or subconsultants in the performance of this Agreement.

SECTION VII – INSURANCE

A. Consultant shall obtain and keep insurance policies in full force and effect for the following forms of coverage as shown in **Exhibit D**, Insurance Requirements.

SECTION VIII - CHANGES AND CHANGED CONDITIONS

A. If, during the course of the work herein contemplated, the need to change the Scope of Work or the Work Schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Work may also result in a change in the compensation amount. Compensation changes shall be based upon the Consultant Fee Schedule (**Exhibit B**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement.

B. MPWMD reserves the right to specify individual employees, subconsultants or agents of Consultant who shall be assigned to perform the tasks specified in **Exhibit A**, Scope of Services. If, during the course of the work herein contemplated, there is a change such that the specified individual employees, subconsultants or agents are no longer assigned to the work described in this contract and/or are no longer affiliated with Consultant, Consultant shall immediately notify MPWMD in writing. Consultant shall assign the rights to this contract to another entity, if requested by MPWMD, as part of termination proceedings pursuant to Section IX, Termination.

SECTION IX - TERMINATION

A. MPWMD may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from MPWMD that this Agreement is terminated, Consultant shall submit an invoice for an amount that represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by MPWMD, Consultant shall be paid from the sum found due and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.

B. Upon receipt of written notice of termination, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to MPWMD, copies, including magnetic media, of data, design

calculations, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by the Consultant in performing the services under this Agreement.

SECTION X - SUB-CONTRACTING AND ASSIGNABILITY

Consultant shall not sub-contract any portion of the work required by this Agreement nor otherwise assign or transfer any interest in it without prior written approval of MPWMD. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION XI - DISCRIMINATION AND FAIR EMPLOYMENT

Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter.”

During the performance of this Agreement, Consultant and its Consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant and its Consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its Consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

SECTION XII - INTEREST OF CONSULTANT

Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

SECTION XIII - CONTINGENT FEES

Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company, or person, other than a bona fide

employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, MPWMD shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XIV – DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within five (5) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than five (5) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within twenty (20) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

SECTION XV – NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

MPWMD: General Manager
 Monterey Peninsula Water Management District
 5 Harris Court, Building G
 Monterey CA 93940
 or
 P. O. Box 85
 Monterey, CA 93942-0085

CONSULTANT: (TBD)

SECTION XVI – AMENDMENTS

This Agreement together with **Exhibits A, B, C, and D** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVII – ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A. Scope of Work
- Exhibit B. Fee Schedule
- Exhibit C. Work Schedule
- Exhibit D. Insurance Requirements

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

BY: David J. Stoldt, General Manager

CONSULTANT

BY:

FEDERAL TAX IDENTIFICATION NUMBER: _____

EXHIBIT D

INSURANCE REQUIREMENTS

I. Consultant shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".

- A. Professional Liability Errors & Omissions
- B. Workers Compensation and Employers Liability
- C. Automobile Liability - "Any Auto - Symbol 1"
- D. Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
- E. Owners & Consultants Protective
- F. Protection & Indemnity (Marine/Aviation)

II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000, except for coverage "D", which shall not be less than \$2,000,000. The procurement and maintenance by the Consultant of the policies required to be obtained and maintained by Consultant under this Agreement shall not relieve or satisfy Consultant's obligation to indemnify, defend and save harmless the District.

III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District shall be listed as a certificate holder on the Consultant's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 60-day prior written notice of cancellation.

IV. The District requires that the Consultant carry a commercial liability policy written on a broad comprehensive general liability form.

A. Such protection is to include coverage for the following hazards, indicated by an "X":

- 1. Premises and Operations
- 2. Products and Completed Operations
- 3. Explosion Collapse and Underground
- 4. Broad Form Blanket Contractual
- 5. Broad Form Property Damage
- 6. Personal Injury, A, B & C
- 7. Employees named as Persons Insured
- 8. Protective and/or Contingent Liability (O&CP)

B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees."

C. This policy shall contain a severability of interest clause or similar language to the following:

"The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the persons insured provision of the insurance against any other such person or organization."

D. All policies shall contain a provision that the insurance company shall give the District at least thirty (30) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 30-day written notice must be shown on all certificates of insurance.

E. Certificates of Insurance for the current policies shall be delivered by the Consultant to the Risk Manager for the District as verification that terms A, B, C and D have been met.

V. All insurance correspondence, certificates, binders, etc., shall be mailed to:

Monterey Peninsula Water Management District
Attn: Administrative Services Manager
5 Harris Court, Building G
P.O. Box 85
Monterey, CA 93942-0085

VI. All policies carried by the Consultant shall be primary coverage to any and all other policies that may be in force. The District shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.

VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders' rating of not less than "B" and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement.