



**Request for Proposals:  
Customer Surveying & Data Analysis Services  
RFP-CMUA-2021-1**

**Proposals are due at 5:00 p.m., Pacific time, May 10,  
2021**

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

**California Municipal Utilities Association  
915 L St., Suite 1210  
Sacramento, CA 95814**

# 1. Request for Proposals

The California Municipal Utilities Association, hereinafter referred to as “CMUA,” is soliciting proposals for Customer Surveying & Data Analysis Services. This Request for Proposals (RFP) 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., Pacific time, May 10, 2021. 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 RFP, and in particular, be fully responsive to the Scope of Work.

**To receive updates and/or notifications regarding this RFP, send an email to [trexrode@cmua.org](mailto:trexrode@cmua.org) indicating your interest to RFP-CMUA-2021-1.**

## 2. Scope of Services

### 2.1 General

The Proposer shall provide all labor, material, and equipment required to perform Customer Surveying & Data Analysis Services during the period from approximately June 10, 2021, to December 31, 2024. At the conclusion of the contracted services period, CMUA and contractor, at their joint discretion, shall have the opportunity to continue this contract, with similar terms, for up to two additional years. In such case, a contractual addendum would be agreed upon by all parties.

### 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.

CMUA member agencies — publicly owned electric utilities and water agencies — provide essential services to millions of Californians who depend upon reliable, safe, and affordable water and electricity. Because publicly owned utilities are operated by city, county, or municipal entities, they must be responsive to their customers and accountable to their local communities. Surveying utility customers regularly about their attitudes, opinions, and priorities is an important source of quantitative and qualitative data that publicly owned utilities rely upon to inform a variety of areas such as customer

service and customer satisfaction benchmarking, customer programs, and long-range planning.

For the past two decades, CMUA has facilitated — through services provided by an incumbent research firm — annual and/or biennial opinion surveys of utility customers in California on behalf of CMUA member utilities that choose to participate. This RFP seeks a qualified Contractor to conduct this survey work and data analysis for CMUA member utilities.

## **2.3 Project Goals**

The primary goals of this project are to provide participating CMUA member electric utilities and water agencies with timely, relevant and-in-class quantitative and qualitative market research and data analysis about the opinions of their residential and business/key account customers.

## **2.4 Scope of Work**

The Contractor will successfully conduct a minimum of 3 separate biennial (once every other year) statewide survey projects of California utility customers and prepare a comprehensive and detailed report for each survey that summarizes and discusses the survey's results and key findings. Furthermore, the Contractor also will offer optional surveying and analysis services as add-ons to the main biennial surveys. The add-on services are described in *Section 2.4(C)(1)(a) and (b)*.

### **A. Surveys**

The biennial surveys the Contractor will complete include:

- a) Statewide Survey of Business Customers and Key Accounts Served by Municipal Utilities (beginning in 2021)
- b) Statewide Survey of Residential Water Customers (starting in 2021)
- c) Statewide Survey of Residential Electric Customers (starting in 2022)

More surveys and/or sub-projects could be added, as needed, by mutual agreement of CMUA, its member representatives, and the Contractor.

### **B. Survey Methodology**

1) The Contractor will conduct the surveys through one or more of the following research methods, as appropriate: phone interviews, online surveys, online or in-person focus groups, or any feasible combination of these methods, at the recommendation of the Contractor and by approval of CMUA and its participating utilities. If applicable, the Proposer is required to utilize a professional call center for conducting the survey(s), if necessary.

2) The surveys shall be conducted by interviewing a statistically significant random sample and demographically representative statewide cross-section of residential and/or business/key account customers who receive a utility bill (electricity and/or water,

depending on the specific survey). The survey results must have a margin of error no greater than  $\pm 3\%$ , confidence level of approximately 95%.

i) For the electricity surveys, the survey group must both include customers served by a publicly owned utility (POU) and customers served by investor-owned utilities (Southern California Edison, PG&E, and/or SDG&E), including customers located in both Northern California and Southern California, proportional to state population demographics. The majority of the survey group (>75%) must be served by a publicly owned utility.

ii) For the water surveys, the survey group must include customers served by a public water agency and customers served by mutual water companies, including customers located in both Northern California and Southern California. The majority of the survey group (>75%) must be served by a publicly owned utility.

3) The Contractor, in collaboration with CMUA and the participating utilities, will develop and select qualitative and quantitative survey questions building upon prior years' surveys — to enable year-to-year benchmarking — as well as formulate new questions that reflect current events and emerging trends. In general, the survey questions and their results should:

i) Update publicly owned electric utilities' performance metrics on a statewide basis, including overall satisfaction, price, customer service, communications, and outreach.

ii) Assess customers' perceptions of the "municipal" brand and utilities' effectiveness in promoting "the municipal utility advantage" compared to California investor-owned utilities (IOUs) and private water companies, as appropriate to the survey.

iii) Compare and contrast Northern and Southern Californian customers' assessments.

iv) Gauge residential customers' opinions about emerging subjects of interest, such as solar (both rooftop and community), energy storage, electric vehicles, water contaminants, water supply concerns, customer service technologies, awareness, and satisfaction with respondents' local utility.

v) Identify and unearth areas of opportunity that could help California municipal utilities to successfully navigate future challenges and opportunities.

vi) Provide a benchmark against which individual municipal utilities may track and trend their own performance through proprietary oversamples.

### **C. Project Deliverables**

CMUA and its participating members shall own all rights, titles, and interests to all the project deliverables. The project deliverables and survey data are **confidential**.

1) Upon completion of each survey, the Contractor will prepare a comprehensive and detailed analytical report, in PowerPoint or a similar presentation format, of the survey results and distribute it electronically to CMUA and participating CMUA members. The report must include top-line findings (executive summary), an explanation of methodology, key takeaways, a detailed and thorough presentation of the survey data, and should identify potential areas of opportunity and concern for municipal utilities, as well as make comparisons to prior years' survey results.

In addition to the analytical report described above, the Contractor will offer participating utilities two additional services and deliverables, at additional cost:

a) Optional oversampling services that survey utility customers located in the participating utility's specific service territory. The Contractor will coordinate the details of the oversampling and any associated reports individually with each CMUA member utility that chooses to purchase this optional service. This proprietary oversampling must be purchased in conjunction with participation in the statewide qualitative and quantitative survey projects. Survey results obtained through the oversampling services must be reported separately to the participating utility.

b) An optional interpretive report of actionable recommendations for utilities based on the main survey findings. These suggested actions items might include, but are not limited to, examples of customer-facing communications and messaging, customer-facing programs or other types of initiatives and projects that municipal utilities might consider. The recommendations, if possible, should be based upon real-world examples that are being implemented by utilities in California and elsewhere. Additional research and outreach to some utility personnel and/or subject matter experts may be necessary to successfully complete this work task. This work may be completed by partnering with a qualified Subcontractor, if necessary. See *Section 3.14 Subcontractors* for more information.

2) The Proposer may also propose other deliverables that are not described above. These approaches may incorporate new technologies and methods for displaying and interpreting survey results, or other products that would be of value to the utilities that choose to participate in the survey. The Proposer should describe any of these new deliverables in its Proposal response, and include costs for such products.

#### **D. Price Schedule**

For past surveys, participating utilities have been charged for services rendered on a scale according to each utility's size — utility's number of customers, number of customer accounts, etc. The Proposer may choose to utilize this pricing method and/or other pricing models.

In the Request for Proposal response, the Proposer should include a description of the price schedule or structure. Prices should be split out to describe the price and/or price structure of participating in the main surveys, as well as the two optional services — survey oversampling and/or actionable recommendations. A utility must purchase the main survey(s) to be able to buy the optional services. The Proposer may choose to

engage in price negotiation with each individual utility that purchases the optional survey oversampling, which will be customized.

## **E. Other Duties**

a) The Contractor will be responsible for all billing and payment collection activities related to both the qualitative and quantitative statewide survey projects, and the associated optional services, and any other services rendered. See *Section 3.13: Billing and Payment* for more information.

b) The Contractor is responsible for radial outreach to CMUA member agencies for marketing and encouraging their participation in the survey.

c) For each survey, the Contractor will develop a project timeline incorporating development of the survey questionnaire, the qualitative and quantitative survey research and other associated project tasks.

d) Prior to beginning each survey, the Contractor will organize and conduct a survey initiation meeting via teleconference call or online platform with CMUA staff and participating CMUA members. The meeting will collaboratively discuss possibilities for content within the survey questions, and any other related matters.

e) Prior to distributing the survey results to CMUA members, the Contractor will organize a meeting via teleconference call or online platform with the CMUA Executive Director and staff to provide an overview of the survey results.

f) Individual CMUA member utilities also may request that the Contractor provide an Executive Briefing presentation with information tailored to their individual utility.

## **2.5 Control of Work**

The Contractor's activities will be conducted under direction and guidance of CMUA senior management and the individual participating CMUA member agencies, as appropriate.

## **2.6 Conflict of Interest**

The Proposer must provide a list of clients and identify any current client of the firm which potentially could present a conflict of interest with CMUA or its utility members. Clients of firm and all individuals working on this project shall be updated and reported to CMUA as they occur 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.

## **2.7 Location**

Proposer must have an office within the United States.

## **2.8 Personnel**

All Contractor personnel assigned to the CMUA project shall be fully qualified for the 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.

## **3. Instructions to Proposers**

### **3.1 General**

Proposers responding to this RFP must submit their proposals no later than 5:00 p.m., Pacific time, May 10, 2021. Submit all proposal materials in a single document electronically and 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 RFP and will be issued simultaneously to all business firms or persons who have obtained a copy of the RFP 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 RFP 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 RFP, 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 RFP.

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

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

### **3.4 Addenda**

If it becomes necessary to revise or supplement any part of this RFP, 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 RFP, unless such information is in writing in the form of an addendum to this RFP.

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 Incumbent**

There is an incumbent marketing research firm under contract with CMUA until December 31, 2020: RKS Research & Consulting.

### **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 RFP.

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 presentations via a virtual platform, responding to questions about their proposal and their qualifications 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, if it so chooses.

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

If awarded a contract under this RFP, 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 RFP.
- The right to request proposals from other contractors for work described in the RFP without requesting a proposal from the Contractor.
- The unrestricted right to bid any work or services described herein.

### **3.9 Term of Contract**

This contract shall be for a four-year period, plus two (2) option years, subject to approval by CMUA's Board of Governors of the corresponding annual budgets, unless otherwise mutually agreed upon in writing. CMUA reserves the right, if funding becomes unavailable by members, or 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.

### **3.10 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.

### **3.11 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.

### **3.12 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 RFP, 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.

### **3.13 Billing and Payment**

The Contractor is responsible for billing individual CMUA member utilities and collecting payment from them for services rendered, including for their participation in the statewide qualitative and quantitative survey projects, and for their participation in oversampling surveys. CMUA will not be involved in the billing process, payment collections or in resolving disputes between members and the Contractor, should any arise.

### **3.14 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 clearly listed and discussed in the Proposer's proposal.

Contractors must 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.

### **3.15 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.

### **3.16 Falsification of Information**

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

### **3.17 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 RFP 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 RFP 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 RFP.

#### 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 in the 8-1/2 x 11" format and be transmitted in PDF format to CMUA by date and time as specified in *Section 3.1: General* above. Please provide responses to all sections. CMUA prefers that Proposers limit proposals to a maximum of 50 pages in length, although proposals that are longer than 50 pages will not be disqualified.

##### 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 the Scope of Work
- C. Describe the Proposers' experience in working with public agencies and understanding of their needs compared to private entities.
- D. Describe the Proposers' experience in working with Associations.
- E. 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.
- F. Provide a full list of the clients of all the Proposers and Subcontractors.
- G. Identify client(s) your firm currently works with that you believe could present a conflict of interest with the CMUA account and describe the nature of the potential conflict.
- H. 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 RFP)
  - d. Educational Background
  - e. Percentage of time expected to work on each survey.
  - 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: Terms (Price) and Compliance with CMUA's Contractual Terms (20%)

- A. The price for services rendered for all three surveys —Residential Electric, Residential Water, and Business Customers and Key Accounts — and the optional interpretive report described in 2.4(C)(1)(b).
- 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 RFP.