

Request for Qualifications for:

CALIFORNIA LEGISLATIVE LOBBYIST

Release Date: October 5, 2018

**Qualifications Due:
October 19, 2018**



A Public Agency

About the Agencies

StopWaste helps Alameda County's businesses, residents and schools waste less, recycle more and use water, energy and other resources efficiently. We are a public agency governed by the Alameda County Waste Management Authority (ACWMA), the Alameda County Source Reduction and Recycling Board, and the Energy Council. Our work helps people make better decisions everyday about the products they buy, the resources they use, and the stuff they throw away. For more information regarding the organization and programs, visit our website: www.StopWaste.org.

RethinkWaste is a joint powers authority of twelve public agencies in San Mateo County and is a leader in the delivery of innovative waste reduction and recycling programs. RethinkWaste owns and manages the Shoreway Environmental Center, which receives all of the recyclables, organics and garbage collected in its service area. RethinkWaste's work includes providing strategic oversight, support and management of the service providers that collect, process, recycle and dispose of materials and education and outreach to residents, businesses and schools on where their waste goes once they discard it and how to reduce waste and recycle more. For more information about the organization and programs, visit: www.RethinkWaste.org

Project Overview & Description

StopWaste and RethinkWaste ("the Agencies") are requesting proposals from qualified firms/individuals for service as consultants to assist with their lobbying efforts in Sacramento. The Agencies are soliciting this request for qualifications and will review, shortlist, interview and select a firm/individual to represent them. Once the selection process is complete, it is anticipated that the two Agencies will work with the selected lobbyist independently through two separate contracts.

Board adopted priorities will guide the lobbying work and focus areas.

Last year, StopWaste created a new position and hired a Legislative and Regulatory Affairs Manager who will devote up to fifty percent of her time on relationship building and lobbying efforts and along with the Executive Director, will serve as the main point of contact. RethinkWaste will have its Executive Director and/or its Recycling Outreach Programs Manager serve as the main point of contact.

It is anticipated that the StopWaste contract will be a lump sum amount not to exceed forty thousand dollars and can be structured to be paid in regular installments as a retainer. RethinkWaste's contract amount will be a lump sum amount not to exceed forty thousand dollars and can be structured to be paid in regular installments as a retainer.

The initial contract will be awarded for up to two years with the option by the Agencies to extend the agreement by up to two additional years.

The scope of work will include the following tasks:

- Lobby the Legislature in support of Agencies' positions.
- Monitor developments, and represent the Agencies, as directed, on selected bills and legislative issues.
- Provide regular legislative updates and political/strategic advice as needed to Agencies' staff.
- Identify other legislative issues and proposals of potential interest, especially related to Extended Producer Responsibility, Circular Economy, waste reduction, recycling, organics, food waste reduction, and other legislative priorities adopted by the Board(s).
- Work with state agencies and organizations on behalf of targeted legislation.
- Meet with authors' staff and bill sponsors to inform them of the Agencies' position.
- Work with authors and supporters to develop a lobbying strategy for Agencies' supported or sponsored bills.
- Meet with other key leaders and decision makers about the Agencies' positions and interests.
- Attend meetings as requested by Agencies' staff.

General Qualifications of Firm/Individual:

The firms submitting proposal must indicate its qualifications and relevant experience, including work with partners that are allied with the Agencies' mission and goals. Include a brief overview of your firm, including number of years in business, and number of employees. The firms should provide as much information as possible, including resume of persons to be assigned to work with the Agencies (See Submittal Requirements).

Submittal Instructions & Requirements:

Include in your proposal:

1. A statement of experience with a focus on topics that align with the Agencies' goals and priorities.
2. A brief overview of how you propose to assist with identifying various legislation and the level of support.

3. Provide a description of how you will assist the Agencies to build relationships with legislators who author bills aligned with adopted priorities and goals.
4. The amount that would be charged to each of the Agencies for each year of the contract, beginning on December 1, 2018. Also, include the hourly fee which will be charged for services during the year should these be required.
5. An appendix which contains a brief resume of the person/s who will be engaged in this work on behalf of the Agencies.
6. Appendix A: Required Contract Elements: Professional Services Agreement including Insurance Requirements and Conflict of Interest. (attached)
7. A list of References.

Release of RFP: October 5, 2018

Proposals Due: By 5 pm on October 19, 2018

Short list Interviews: October 24 – 26, 2018 (tentative)

Notification of Selected Contractor: November 1, 2018

Please email responses and direct questions to:

Anu Natarajan
anatarajan@stopwaste.org
510.891.6500
510.853.3805 (c)

Proposals may also be mailed or hand delivered to:

StopWaste
Attention: Anu Natarajan, Legislative and Regulatory Affairs Manager
1537 Webster Street
Oakland, CA 94612

Questions must be in writing (email preferred) and received no later than October 15, 2018. Fax responses, and any applications received after this date will not be accepted.

Selected firms/individuals will be placed in a “prequalified list.” Those included in this list are eligible but not guaranteed to receive a bid request, RFP or contract.

The two Agencies reserve the right to either hire the same firm/individual to represent the two Agencies (with two separate contracts) or hire two separate firms/individuals to represent the two Agencies.

Conflict of Interest

StopWaste derives revenue from the imposition of fees on wastes disposed in landfills in Alameda County. To avoid any conflict of interest, proposals should indicate any direct work that the firm is currently engaged in on behalf of haulers doing work in Alameda County.

RethinkWaste derives 100% of its revenue from the imposition of fees on solid waste and recycling collection services in our San Francisco/Peninsula-based service area. To avoid any conflict of interest, proposals should indicate any direct work that the firm is currently engaged on behalf of companies doing work in the RethinkWaste service area.

Attachments

Attachment A1: Required Contract Elements/StopWaste

Attachment A2: Required Contract Elements/RethinkWaste

Attachment A1 - Required Contract Elements for StopWaste

Professional Services Agreement including Insurance Requirements and Statement of Economic Interest

It is a requirement of StopWaste that any individual or firm selected to provide professional consulting services must be able to comply with the terms of our professional services agreement (attached) which includes the following insurance requirements:

- A. **Comprehensive general liability insurance:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, personal & advertising injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- B. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), bodily injury and property damage liability insurance covering owned, non-owned (Code 9), rented, and hired (Code 8) cars. The combined single limit for bodily injury and property damage shall at least \$1,000,000.
- C. **Statutory workers' compensation and employer's liability insurance** as required by state law with a limit of at least \$1,000,000 per accident for bodily injury or disease. Neither Contractor nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against the Agency, its employees or agents.
- D. **Professional Errors and Omissions Liability Insurance.** The limit of liability shall be at least \$1,000,000. If the policy is written on a "claims made" basis, Contractor must maintain required coverage for a period of three years after the expiration of this agreement. Contractor may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said three-year period.

In addition, the individual or firm's project manager may be required to submit a Statement of Economic Interest Form (Form 700) as required by the State Fair Political Practices Commission. For a copy of a Form 700, please see the California Fair Political Practices Commission website at <http://www.fppc.ca.gov>

Please sign the statement below to indicate that you and your firm understands and will comply with the terms of the Authority's professional services agreement including the required insurance policies and will submit a Statement of Economic Interest Form if requested by Authority staff.

I have reviewed and will comply with the terms of the Authority's professional services agreement and certify that my firm has the ability to obtain the required insurance policies and submit the Statement of Economic Interest Form.

I understand that failure to comply with any of these requirements will result in the Agency's refusal to enter into a contract for services with my firm.

Name: _____

Title: _____

Firm: _____

Signature: _____

Date: _____

Attachment A2 - Required Contract Elements for RethinkWaste

Professional Services Agreement including Insurance Requirements and Statement of Economic Interest

It is a requirement of RethinkWaste that any individual or firm selected to provide professional consulting services must be able to comply with the terms of our professional services agreement (attached) which includes the following insurance requirements:

- A. Comprehensive general liability insurance:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, personal & advertising injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), bodily injury and property damage liability insurance covering owned, non-owned (Code 9), rented, and hired (Code 8) cars. The combined single limit for bodily injury and property damage shall at least \$1,000,000.
- C. Statutory workers' compensation and employer's liability insurance** as required by state law with a limit of at least \$1,000,000 per accident for bodily injury or disease. Neither Contractor nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against the Agency, its employees or agents.
- D. Professional Errors and Omissions Liability Insurance.** The limit of liability shall be at least \$1,000,000. If the policy is written on a "claims made" basis, Contractor must maintain required coverage for a period of three years after the expiration of this agreement. Contractor may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said three-year period.

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Please sign the statement below to indicate that you and your firm understands and will comply with the terms of the Authority's professional services agreement including the required insurance policies and will submit a Statement of Economic Interest Form if requested by Authority staff.

I have reviewed and will comply with the terms of the Authority's professional services agreement and certify that my firm has the ability to obtain the required insurance policies and submit the Statement of Economic Interest Form.

I understand that failure to comply with any of these requirements will result in the Agency's refusal to enter into a contract for services with my firm.

Name: _____

Title: _____

Firm: _____

Signature: _____

Date: _____