



ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

REQUEST FOR QUALIFICATIONS For ON-CALL FACILITATION SERVICES FOR ACFCO

For more information regarding this project, contact the ACFCO representative listed below.
Thank you for your interest!

Contact Person: Michelle Iblings, ACFCO

E-mail Address: michellei@acpwa.org

RESPONSE DUE

by

5:00 p.m.

on

JULY 25, 2016

at

**Alameda County Flood Control & Water Conservation District
399 Elmhurst Street
Hayward, CA 94544**



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ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
REQUEST FOR QUALIFICATIONS
SPECIFICATIONS, TERMS & CONDITIONS
for
ON-CALL FACILITATION SERVICES FOR ACFCO

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I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe on-call services necessary to support the activities of the Alameda County Flood Control & Water Conservation District (ACFCD) in its efforts to coordinate various large groups that have an interest in flood protection and the effects sea level rise on the property and lives of Alameda County and the surrounding areas. ACFCD will select one firm with which to execute a Professional Services Contract for upcoming on-call work. During the term of the contract, task order forms will be used to establish the individual project scope, schedule, deliverables, and cost for each task and must be signed by ACFCD before work begins. Execution of the Professional Services Contract by a firm and the submission of proposals for task orders do not guarantee the award of any task orders.

ACFCD intends to award a one-year contract (with two additional one-year options to renew) to the consultant selected as the most qualified and whose response meets ACFCD's requirements.

B. BACKGROUND

ACFCD is involved in efforts to collaborate on common goals to protect San Francisco Bay shoreline infrastructure and natural assets from the adverse effects of climate change, including flooding due to large storm events and anticipated sea level rise. ACFCD, and many other Bay Area entities, recognize that there are diverse interests, and that these diverse interests may result in a lack of a unified vision regarding the future of our shoreline, including knowledge gaps in sea level rise and performance of various adaptation strategies. ACFCD sees a future where collaboration of research, hard work, and a joint vision will set in motion a Bay Area-wide effort that is aligned in its resources, efficient in its expenditures, and successful in accomplishing goals that benefit all stakeholders. ACFCD anticipates being a participant-leader in this effort.

C. SCOPE OF SERVICES

The range of services necessary to support the activities of ACFCD in this effort include but are not limited to: group facilitation, organizational development, stakeholder engagement, grant preparation, administrative support, website development, preparation of technical materials, and other related activities as needed during the course of the project.

ACFCD seeks a consultant team that can assist in bringing a diverse group of stakeholders together, assist with strategic direction-setting, guide discussions that lead

to a unified vision for the group, and serve as an information broker bringing diverse shoreline interests together. ACFC anticipates participating in and obtaining direction and guidance from a steering committee. With direction from the steering committee, working groups will be formed to address key items or areas of concern.

D. DESIRED CONSULTANT QUALIFICATIONS

Group Facilitation

1. Consultant should be regularly and continuously engaged in the business of providing organizational and facilitation services for at least 10 years.

-OR-

Consultant **and** all key personnel assigned to the project should be regularly and continuously engaged in the business of providing organizational and facilitation services for at least 5 years.

2. Consultant should be able to coordinate activities between stakeholder and working groups. Related tasks may include:

- Devising appropriate strategic direction for various initiatives.
- Collaborating with goal setting and visioning exercises.
- Facilitating the sharing of information.
- Fielding inquiries and disseminating information.

Organizational Structure/Stakeholder Engagement

3. Consultant should be knowledgeable in a variety of organizational types and change management processes, such as traditional government structures and hierarchies, Imaginary Organizations, Matrix Organizations, High Reliability Organizations, World Café, Appreciative Inquiry.
4. Consultant should be willing to assist ACFC leadership in identifying the most appropriate organizational structure from a variety of approaches, articulating pros and cons of adopting one type of organizational structure over another and leading efforts to bring stakeholders into the agreed upon structure.

Knowledge of Relevant Policies & Grant Preparation

5. Consultant should have demonstrated familiarity with climate change, environmental, flood control, water resources, and resiliency issues and organizations in the San Francisco Bay region and similar coastal areas inside and outside of California.
6. Consultant should be knowledgeable of a variety of climate change, water, resiliency, environmental, housing, and flood control grant programs at the regional, state, and federal levels and be able to assist in preparing grant applications. Consultant should understand federal and state grant requirements and constraints.

Administrative Support

7. Consultant should be able to organize and host various stakeholder and working group meetings. For these meetings, the consultant team would be expected to prepare budgets, handle meeting logistics including technical (A/V) support, coordinate speakers and sessions, and prepare pre-and post-event documents. Other related tasks include:
 - Coordinate schedules of multiple people and distribute invitations.
 - Work with chairs to develop and distribute meeting agendas.
 - Compile and share meeting minutes and handouts.
8. Consultant should have the ability to carry out and administer the following tasks as they support various initiatives:
 - Maintain email and contact lists.
 - Schedule and arrange conference call and in-person meetings.
 - Take minutes of meetings.
 - Prepare visual aids for meetings.
9. Consultant should be familiar with Alameda County contracting requirements, dealing with multiple funding sources, preparing requisite invoices and status reports, and monitoring budgets.

Website Preparation and Maintenance

10. Consultant should be able to create and maintain a website that can offer pertinent information, facilitate conversations, and store work product.

Preparation of Technical Materials

11. Consultant should be able to synthesize discussion and research activities and assist in the preparation of technical memoranda, research papers and/or white papers. Additionally, complicated technical concepts are often best conveyed through well-designed graphics and infographics. The consultant should be able to produce attractive and informational content and graphics, including informative maps, using tools standard to the industry (including GIS or GIS downloads).

E. DELIVERABLES / REPORTS

1. Deliverables will be determined as needed during the course of the project.
2. For purposes of providing a cost estimate, the following list of annual Professional Support Services is provided:
 - Facilitate and administer (6) in-person steering committee meetings.
 - Facilitate and administer (12) in-person working group meetings.
 - Facilitate and administer (2) stakeholder workshops and/or charrettes.
 - Facilitate and administer (7) conference calls between steering committee members.
 - Facilitate and administer (24) conference calls between working group members.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	June 29, 2016
Written Questions Due	by 5:00 p.m. on July 6, 2016
Addendum Issued	July 11, 2016 (as needed)
Response Due	July 25, 2016 by 5:00 p.m.
Evaluation Period	July 26- August 2, 2016

Consultant Interviews	August 15-16, 2016
Board Letter/Packet Recommending Award	September 13, 2016
Board Consideration Award Date	September 27, 2016
Contract Start Date	September 27, 2016

Note: Evaluation period, consultant interviews, award, and contract start dates are approximate. All other dates are firm.

F. NETWORKING / CONSULTANT CONFERENCES

There will not be a networking conference pertaining to this RFQ. All questions should be submitted via email, by the date indicated in the above Calendar of Events. All questions will be addressed in an RFQ Addendum following this deadline, but no later than July 11, 2016.

III. ACFCD PROCEDURES, TERMS, AND CONDITIONS

G. EVALUATION CRITERIA / SELECTION COMMITTEE

All SOQs that pass the initial evaluation criteria itemized in (I - *Completeness of Response* and II - *Debarment and Suspension*) below which are determined on a pass/fail basis, will be evaluated by a District Selection Committee (DSC). The DSC may be composed of ACFCD staff and other parties that may have associated expertise or experience. The DSC will score the SOQs and recommend three to five consultants to move on to oral presentation and interviews. The evaluation of the SOQs and interviews shall be within the sole judgment and discretion of the DSC.

All contact during the evaluation phase shall be through the ACFCD only. Consultants shall neither contact nor lobby evaluators during the evaluation process. Attempts by consultants to contact and/or influence members of the DSC may result in disqualification of consultant.

Consultants should bear in mind that any SOQ that is unrealistic in terms of the consultant’s technical commitments or capabilities will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the ACFCD’s requirements as set forth in this RFQ.

Each of the evaluation criteria below will be used in ranking and determining the quality of consultant SOQs. SOQs will be evaluated according to each evaluation criteria, and scored on the zero to five-point scale. The scores for all evaluation criteria will then be

added, to arrive at a score for each SOQ. An SOQ with a high total will be deemed of higher quality than an SOQ with a lesser total. The final maximum score for any consultant is 105 points, including the possible 5 points for local preference points (maximum 5% added to max raw score of 100).

The three to five consultants receiving the highest scores for their SOQs will be invited to an oral presentation and interview. All other consultants will be deemed eliminated from the process. All consultants will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to consultants.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ. This will be the baseline score for each item with adjustments based on interpretation of SOQ by DSC members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The evaluation criteria are as follows:

	Initial Criteria	Weight
I	<p>Completeness of Response: Responses to this RFQ must be complete. Responses that do not include the RFQ content requirements and subsequent Attachment requirements and do not address each of the items listed in Section IV, below, will be</p>	Pass/Fail

	<p>considered incomplete, be rated a Fail in the evaluation criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up by the consultant at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	
II	<p>Debarment and Suspension: Consultant, its principals, and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov. Certification form attached hereto as Attachment (g) must be completed and signed.</p>	Pass/Fail

	Evaluation Criteria - SOQ	Weight
III	<p>Understanding of the Project: SOQs will be evaluated against the RFQ specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has consultant demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the consultant identified pertinent issues and potential problems related to the project? 3. Has the consultant demonstrated that it understands the deliverables the ACFC expects it to provide? 	5%
IV	<p>Experience and Expertise: In each skill area described below, an evaluation will be made of the probability of success of and risks associated with, the SOQ response:</p> <ol style="list-style-type: none"> 1. <i>Group Facilitation.</i> 2. <i>Organizational Structure/Stakeholder Engagement.</i> 3. <i>Knowledge of Relevant Policies & Grant Preparation.</i> 4. <i>Administrative Support.</i> 5. <i>Website Preparation and Maintenance.</i> 6. <i>Preparation of Technical Materials.</i> 	20%
V	<p>Relevant Experience of Key Personnel: SOQs will be evaluated against the RFQ specifications and the questions below:</p>	10%

	<ol style="list-style-type: none"> 1. Has the firm been engaged in relevant projects and services as outlined in Section I.D? 2. Do the individuals assigned to the project have demonstrated expertise and relevant experience on similar projects? 3. How extensive is the applicable education and experience of the personnel designated to work on the project? 	
VI	Bid/Cost Estimate: Minimal weight is given to Consultant’s estimate for performing the scope of work identified. See Attachment (c) to Exhibit A.	5%

	Evaluation Criteria - Oral Presentation	Weight
VII	References: Reference checks will only be performed on the short-listed consultants. See Attachment (e) to Exhibit A.	10%
VIII	Oral Presentation and Interview: The oral presentation by each consultant shall not exceed sixty (60) minutes in length. The oral interview will consist of a 10-15 minute consultant presentation followed by standard questions asked of each of the consultants and specific questions regarding the desired services and team expertise.	50%

LOCAL BUSINESS PREFERENCE		
	Local Preference: After total raw score is compiled, an additional five percent (5%) of consultant’s total score will be added for consultants with a licensed business office located in Alameda County in which key personnel assigned to this project are based.	5%

H. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract that may be awarded to Consultant, the DSC and/or other persons designated by the ACFCF will meet with the Consultant to evaluate the group facilitation services provided thus far, to identify any issues or potential problems.

The ACFCD reserves the right to determine, at its sole discretion, whether:

1. Consultant has complied with all terms of this RFQ; and
2. Any problems or potential problems with the proposed group facilitation services which make it unlikely (even with possible modifications) that such group facilitation services have met the ACFCD requirements.

If, as a result of such determination, the ACFCD concludes that it is not satisfied with Consultant, Consultant's performance under any awarded contract and/or Consultant's group facilitation services as contracted for therein, the Consultant will be notified of contract termination effective forty-five (45) days following notice. Consultant shall be responsible for returning ACFCD property at no charge to the ACFCD. The ACFCD will have the right to invite the next highest ranked consultant to enter into a contract. The ACFCD also reserves the right to re-procure this project if it is determined to be in its best interest to do so.

I. NOTICE OF RECOMMENDATION TO AWARD

1. At the conclusion of the evaluation process, all consultants will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by the ACFCD. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the consultant being recommended for contract award; and
 - b. The names of all other parties that submitted SOQs.
2. At the conclusion of the RFQ response evaluation process, debriefings for unsuccessful consultants may be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful consultant's response. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful consultant.

J. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be one year with two optional renewal years.
2. The ACFCD has and reserves the right to suspend, terminate or abandon the execution of any work by the Consultant without cause at any time upon giving to

the Consultant prior written notice. In the event that the ACFCD should abandon, terminate or suspend the Consultant's work, the Consultant shall be entitled to negotiate its payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The ACFCD may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Consultant. In the event of termination with cause, the ACFCD reserves the right to seek any and all damages from the Consultant. In the event of such termination with or without cause, the ACFCD reserves the right to invite the next highest ranked consultant to enter into a contract or re-procure the project if it is determined to be in its best interest to do so.

3. The ACFCD may, at its sole option, terminate any contract that may be awarded as a result of this RFQ at any time, for reason of non-appropriation of funds. In such event, the ACFCD will give Consultant at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the ACFCD will return any associated equipment to the Consultant in good working order, reasonable wear and tear excepted, and vice-versa.
4. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

K. PRICING AND FEES

1. Consultant must provide a complete cost estimate of services outlined in Statement of Work, Sections D and E. (See Exhibit A, Attachment C)
2. Additionally, consultant must provide, under separate sealed envelope, a current Fee Schedule on company letterhead showing labor categories and hourly labor rates for all named personnel and/or type of personnel anticipated on this contract, plus expense costs. (See Exhibit A, Attachment B)
3. Quoted fees shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFQ.
4. Maximum annual escalation of fees shall be no more than 3%.
5. Unless otherwise stated, Consultant agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the ACFCD.

6. All fees are to be F.O.B. destination. Any freight/delivery charges are to be included.
7. Any fee increases or decreases for subsequent contract terms may be negotiated between Consultant and ACFCD only after completion of the initial term.
8. Federal and State minimum wage laws apply. The ACFCD has no requirements for living wages. The ACFCD is not imposing any additional requirements regarding wages.

L. AWARD

1. SOQs will be evaluated by a committee and will be ranked in accordance with the RFQ section entitled "Evaluation Criteria/Selection Committee." (See Section G above).
2. The committee will recommend award to the consultant who achieves the highest overall score. Overall scores are determined by adding the SOQ evaluation score with the oral presentation and interview score.
3. Small and Emerging Locally Owned Business: The ACFCD is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the ACFCD's purchase of goods and services.

As a result of the ACFCD's commitment to advance the economic opportunities of these businesses, **Consultants must meet the County's Small and Emerging Locally Owned Business (SLEB) requirements in order to be considered for the contract award.** These requirements can be found online at:

<http://acgov.org/auditor/sleb/overview.htm>

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 541430 Graphic design services, 541613 Marketing consulting services, 541810 Advertising agencies, 541820 Public relations agencies, 541910 Marketing research and public opinion polling.

An emerging business is defined by the ACFCD as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than one-half (1/2) the number of employees AND that has been in business less than five (5) years.

4. The ACFCD reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for consultants to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the ACFCD.
5. The ACFCD reserves the right to award to a single or multiple Consultants.
6. The ACFCD has the right to decline to award this contract or any part thereof for any reason.
7. ACFCD Board of Supervisors approval to award a contract is required.
8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to ACFCD Board of Supervisors approval.
9. Final Standard Agreement terms and conditions will be negotiated with the selected consultant. Consultant may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.
10. The RFQ specifications, terms, conditions and Exhibits, RFQ Attachments and Consultant's SOQ, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

M. POST-AWARD INVOICING

1. ACFCD will not pay any costs for SOQ or interview or any other activities associated with this RFQ.
2. Upon contract award, Consultant shall invoice the requesting department, unless otherwise advised, upon satisfactory performance of services, no more frequently than monthly.
3. ACFCD will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory performance of services.
4. ACFCD shall notify Consultant of any adjustments required to invoice.

5. Invoices shall contain ACFCD Contract/PO number, invoice number, remit to address, itemized service descriptions and fees for services, original receipts for all expenses greater than \$25, and shall be accompanied by acceptable proof of delivery.
6. Consultant shall utilize standardized invoice formatting upon request.
7. Invoices shall only be issued by the Consultant who is awarded a contract.
8. Payments will be issued to and invoices must be received from the same Consultant whose name is specified on the Contract/POs.
9. The ACFCD will pay Consultant monthly or as agreed upon, not to exceed negotiated contract total.

N. PROJECT MANAGER / SUPPORT STAFF

1. Consultant shall provide a dedicated competent project manager who shall be responsible for the ACFCD account/contract. The project manager shall receive all direction from the ACFCD and shall be the primary contact for all issues regarding Consultant's response to this RFQ and any contract which may arise pursuant to this RFQ. Any proposed changes in key staff must be approved, in writing, by ACFCD staff prior to such change.
2. Consultant shall also provide adequate, competent support staff that shall be able to service the ACFCD during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Consultant project manager shall be familiar with ACFCD requirements and standards and work with the ACFCD accounting department to ensure that established standards are adhered to.
4. Consultant project manager shall keep the ACFCD Project Manager informed of requests from departments as required.

IV. INSTRUCTIONS TO CONSULTANTS

O. ACFCF CONTACTS

The Alameda County Flood Control & Water Conservation District (ACFCF) is managing the competitive process for this project. All contact during the competitive process is to be through the ACFCF only.

The evaluation phase of the competitive process shall begin upon receipt of sealed SOQs until a contract has been awarded.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail, by **5:00 p.m.** on **July 6, 2016** to:

Michelle Iblings
Alameda County Flood Control & Water Conservation District
399 Elmhurst Street
Hayward, CA 94544
E-Mail: michellei@acpwa.org

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

P. SUBMITTAL OF SOQ

1. All SOQs must be SEALED and must be received at the Alameda County Flood Control & Water Conservation District **BY 5:00 p.m.** on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED SOQs CANNOT BE ACCEPTED. IF HAND DELIVERING SOQs PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

SOQs will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any SOQ received after said time and/or date or at a place other than the stated address will not be considered and will be unopened.

All SOQs, whether delivered by an employee of consultant, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the

stated address prior to the time designated. The Procurement & Support Services department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of SOQs.

2. SOQs are to be addressed and delivered as follows:

On-Call Facilitation Services for the ACFC
Alameda County Flood Control & Water Conservation District
399 Elmhurst Street
Hayward, CA 94544

Consultant's name, return address, and the RFQ title must also appear on the mailing package.

***PLEASE NOTE** that on the SOQ due date, an SOQ reception desk will be open between 1:00 p.m. – 5:00 p.m. and will be located at the Alameda County Public Works building lobby, 399 Elmhurst Street, Hayward, CA 94544.

3. Consultants are to submit one (1) original hardcopy SOQ with original ink signatures, plus (6) copies of their SOQ. Original SOQ is to be clearly marked "ORIGINAL" with copies to be marked "COPY". All submittals should be printed on plain white paper. It is preferred that all proposals submitted be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

Consultants **must** also submit an electronic copy of their SOQ. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned or digitally generated image of the original hard copy SOQ, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the SOQ.

Consultant's Fee Schedule should be included as a separate attachment to the SOQ and sealed in an envelope. Fee Schedules will be kept confidential during the evaluation of the SOQs and used only after a consultant has been selected and negotiations begin.

4. CONSULTANTS SHALL NOT MODIFY SOQ RESPONSE PACKET DOCUMENTS. CONSULTANTS SHALL NOT SUBMIT TO THE ACFC A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION ANY ACFC -PROVIDED DOCUMENT.

5. No email (electronic) or facsimile SOQs will be considered.
6. Brevity is highly appreciated. Please keep your SOQ submission, excluding ACFC cover, table of contents, transmittal letter, forms, and resumes which may be attachments, to a total of 10 sheets of paper (20 pages if printed on both sides).
7. All costs required for the preparation and submission of an SOQ and interview shall be borne by Consultant.
8. Only one SOQ response will be accepted from any one person, team, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
9. All information regarding the SOQ responses will be held as confidential until such time as the District Selection Committee (DSC) has completed its evaluation, and recommended award has been made by the DSC, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). All parties submitting SOQs, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the consultant to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
10. Each SOQ received, with the name of the consultant, shall be entered on a record, and each record with the successful SOQ indicated thereon shall, after the award of the order or contract, be open to public inspection.
11. California Government Code Section 4552: In submitting an SOQ to a public purchasing body, the consultant offers and agrees that if the SOQ is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the consultant for sale to the purchasing body pursuant to the SOQ. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the consultant.
12. Consultant expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), ACFC will be entitled

to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Consultant may be subject to criminal prosecution.

13. The undersigned Consultant certifies that it is, at the time of response/SOQ, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Consultant further certifies that it is regularly engaged in the general class and type of work called for in the RFQ.
14. It is understood that ACFCD reserves the right to reject an SOQ and that the rejected SOQ shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the RFQ Documents.

Q. RESPONSE FORMAT

1. SOQs are to be straightforward, clear, concise and specific to the information requested.
2. In order for SOQs to be considered complete, Consultant **must** provide responses to all information requested. *See Exhibit A, SOQ Response Packet- Required Documentation.*
3. SOQs, in whole or in part, are NOT to be marked confidential or proprietary. ACFCD may refuse to consider any SOQ response or part thereof so marked. SOQ responses submitted in response to this RFQ may be subject to public disclosure. ACFCD shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.



EXHIBIT A

SOQ RESPONSE PACKET

REQUIRED DOCUMENTATION

RFQ– On-call Facilitation Services for ACFC

All of the specific information and documentation listed below is required to be submitted with the SOQ Response Packet in order for an SOQ to be deemed complete. Any pages of Exhibit A (Or Attachments therein) not applicable to the Consultant, must still be submitted as part of a complete SOQ Response, with such pages or items clearly marked "N/A." Consultants that do not comply with the requirements, and/or submit incomplete SOQ packages, shall be subject to disqualification and their SOQs rejected in total.

Consultants shall submit all information and documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Description of Proposer's Experience and Expertise, Key Personnel, etc.). Please consider the following a checklist of items required:

- 1. **Table of Contents:** SOQ responses shall include a table of contents listing the individual sections of the SOQ and their corresponding page numbers. Tabs should separate each of the individual sections.
- 2. **Letter of Transmittal:** SOQ responses shall include a brief description of Consultant's capabilities and approach in providing its services to the ACFC, and provide a brief synopsis of the highlights of the SOQ and overall benefits of the SOQ to the ACFC. This synopsis should not exceed three (3) pages in length and should be easily understood.
- 3. **Description of Proposer's Experience and Expertise:** SOQ responses shall include a detailed explanation of relevant experience including descriptions of similar project work, years of experience in the field of facilitation, and general skills sets that can be provided by personnel. Consultant should demonstrate a clear understanding of the project.

Specifically, this description should address consultant's qualifications in the following areas: (a) group facilitation; (b) organizational structure and stakeholder engagement; (c) knowledge of relevant policies and grant preparation; (d) administrative support; (e) website preparation and maintenance; and (f) preparation of technical materials. Included in this narrative should be at least three but no more than five, key projects of a similar nature.

Generally, the description of proposed services should (a) discuss how the services in the SOQ response will meet or exceed the requirements of the ACFC; (b) explain any special resources, procedures or approaches that make the services of Consultant

particularly advantageous to the ACFCD; and (c) identify any limitations or restrictions of Consultant in providing the services that the ACFCD should be aware of in evaluating its Response to this RFQ.

4. **Key Personnel:** SOQ responses shall include a complete list of all key personnel associated with the RFQ. This list must include all key personnel who will provide services to CHARG and all key personnel who will provide support services. For each person on the list, the following information shall be included:

- (a) The person's relationship with Consultant, including job title and years of employment with Consultant;
- (b) Brief one-paragraph description of expertise and experience.
- (c) The role that the person will play in connection with the RFQ;
- (d) Address, telephone, fax numbers, and e-mail address;
- (e) Person's educational background; and
- (f) Person's relevant experience, certifications, and/or merits.
- (g) Resume, as appendix item.

5. **Attachments to be Completed:** SOQ responses shall include a complete set of the following forms:

- **Attachment (a): Consultant Information and Acceptance-** Every Consultant must select one choice under Item 11 of this Attachment and must complete and sign Page 3 of this form (or page 6 of Exhibit A).
- **Attachment (b): Fee Schedule-** Consultant must provide under separate sealed envelope, a complete fee schedule including all taxes and other charges, including travel expenses. This fee schedule will remain confidential until preferred consultant is selected and contract negotiations begin. (See Section K, *Pricing*)
- **Attachment (c): Cost Estimate-** Consultant must provide a detailed cost estimate for services outlined in RFQ. (See Section K, *Pricing*)
- **Attachment (d): SLEB Partnering Information Sheet-** Every Consultant must fill out and submit a signed SLEB Partnering Information Sheet, (Attachment (d) of Exhibit A) indicating their SLEB certification status. If Consultant is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Consultant will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.

- **Attachment (e): References-** Consultants must use the templates on Attachment (e) of Exhibit A to provide references. Consultants are to provide a list of three clients and must verify the contact information for all references. References must be satisfactory as deemed solely by ACFCD. Consultants are strongly encouraged to notify all references that the ACFCD may be contacting them to obtain a reference. The ACFCD may contact some or all of the references provided in order to determine Consultant's performance record on work similar to that described in this request. The ACFCD reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.
- **Attachment (f): Exceptions, Clarifications, Amendments-** If Consultants are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ, these MUST be submitted in the Exceptions, Clarifications, Amendments form of Exhibit A. THE ACFCD IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR SOQ DISQUALIFICATION.
- **Attachment (g): Debarment & Suspension Form -** Consultant must complete, sign, and date the *Debarment and Suspension Certification* form on page A-12.



Attachment (a)
CONSULTANT INFORMATION AND ACCEPTANCE

1. The undersigned declares that the SOQ Documents, including, without limitation, the RFQ, and Exhibits have been read.
2. Consultant hereby certifies to ACFCF that all representations, certifications, and statements made by Consultant, as set forth in this SOQ Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.
3. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the SOQ/Response Documents of RFQ – On-call Facilitation Services for ACFCF.
4. The undersigned has reviewed the SOQ Documents and fully understands the requirements in this RFQ including, but not limited to, the requirements under the ACFCF Provisions, and that each Consultant who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to ACFCF, and agrees that its SOQ, if accepted by ACFCF, will be the basis for the Consultant to enter into a contract with ACFCF in accordance with the intent of the RFQ Documents.
5. The undersigned acknowledges receipt and acceptance of all addenda.
6. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the ACFCF's website:
 - **Debarment / Suspension Policy** *See also Attachment (g)*
[\[http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)
 - **General Environmental Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/enviro.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/enviro.htm)
 - **Small Local Emerging Business Program**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/relat.htm\]](http://acgov.org/auditor/sleb/relat.htm)
 - **General Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)
 - **Proprietary and Confidential Information**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)
7. The undersigned acknowledges that Consultant will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ Documents.
8. It is the responsibility of each consultant to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a SOQ, the consultant certifies that if awarded a contract

9. they will make no claim against the ACFCD based upon ignorance of conditions or misunderstanding of the specifications.
10. Patent indemnity: Consultants who do business with the ACFCD shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
11. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – SOQ Response Packet, the Consultant agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the ACFCD, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.
12. The undersigned acknowledges **ONE** of the following (please check only one box):
- Consultant is not local to Alameda County and is ineligible for any bid preference; **OR**
- Consultant is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
 - Proof of six (6) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Consultant: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--------------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____



Attachment (b)
FEE SCHEDULE

FEE SCHEDULES SHALL BE SUBMITTED ON CONSULTANT LETTERHEAD, SEALED, AS AN ATTACHMENT TO SOQ. SOQ responses that do not comply will be subject to rejection in total. The fee schedule shall include all taxes and all other charges, including travel expenses, and is the cost ACFCD will pay for the one-year term along with the possible two-year extension period, of any contract that is a result of this SOQ.



Attachment (c)
COST ESTIMATE FORM

ITEM	QUANTITY	PRICE PER ITEM	TOTAL
Facilitation and administration of in-person steering committee meetings	6		
Facilitation and administration of in-person working group meetings	12		
Facilitation and administration of stakeholder workshops and/or charrettes	2		
Facilitation and administration of conference calls between steering committee members	7		
Facilitation and administration of conference calls between working group members.	24		
TOTAL			



Attachment (d)
**SMALL LOCAL EMERGING BUSINESS (SLEB)
 PARTNERING INFORMATION SHEET**

RFQ – On-call Facilitation Services for ACFCO

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFQ, all consultants must complete this form as required below.

Consultants not meeting the [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](http://acgov.org/auditor/sleb/overview.htm) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Consultant with no employees of either entity working for the other. This form must be submitted for each business that consultants will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Consultants are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually submit an SOQ as a prime on their own.

Once a contract has been awarded, consultants will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

<input type="checkbox"/> CONSULTANT IS A CERTIFIED SLEB (sign at bottom of page) SLEB CONSULTANT Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ NAICS Codes Included in Certification: _____

<input type="checkbox"/> CONSULTANT IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____ SLEB Subcontractor Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging NAICS Codes Included in Certification: _____ SLEB Subcontractor Principal Name: _____ SLEB Subcontractor Principal Signature: _____ Date: _____

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature: _____ Date: _____



Attachment (e)
REFERENCES

**RFQ– On-call Facilitation Services for ACFCO
(include three)**

Consultant Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



Attachment (f)
EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFQ– On-call Facilitation Services for ACFC

Consultant Name: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and associated Bid Documents, and submit with your bid response.

The ACFC is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 12	D	1.c.	<i>Vendor takes exception to...</i>

*Print additional pages as necessary

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Request for Qualifications for On-call Facilitation Services

DEBARMENT AND SUSPENSION CERTIFICATION

For Procurements Over \$25,000

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – SOQ Packet, the Consultant and its subconsultants agree to meet the minimum insurance requirements stated in the RFQ, prior to award. This documentation must be provided to the ACFCD, prior to award, and shall include an insurance certificate and additional insured certificate, naming the Alameda County Flood Control & Water Conservation District, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following pages contain the minimum insurance limits, required by the County of Alameda, to be held by the Consultant and all of its subconsultants performing on this RFQ:

***** SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS,
SAMPLE FORM “APPENDIX C” TO STADARD SERVICES AGREEMENTS *****

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverages(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO FORM 20 01 04 13. Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	