



Valley Water

Clean Water • Healthy Environment • Flood Protection

REQUEST FOR PROPOSAL FOR EXTERNAL WEBSITE REDESIGN AND HOSTING PROJECT 2023

RFP No. VW0263

Issue Date:
June 29, 2023

Effective immediately, a COVID-19 vaccine certification program has been implemented to ensure the health and safety of Valley Water employees and contract personnel performing services at Valley Water facilities. The notice and certification requirements have been provided in this solicitation.

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Issues regarding the SCVWD Procurement Portal, account registration, and/or electronic submittal, should be directed to PlanetBids promptly so that it does not impact your proposal submittal. Contact the PlanetBids Vendor Line Support at:

SCVWD Procurement Portal: <https://pbsystem.planetbids.com/portal/48397/portal-home>
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The **Sample Valley Water Agreement** and **Valley Water Insurance Requirements** are provided as separate documents. Proposers must carefully review the terms and conditions and the insurance requirements to ensure they are prepared to sign the Agreement for Services.

SECTION 1 INTRODUCTION

1.1 Introduction to Valley Water

The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

1.2 About this RFP

Valley Water is seeking proposals from responsive, responsible, and qualified firms ("Proposers" or "Proposer") for the project ("Project") titled below:

EXTERNAL WEBSITE REDESIGN AND HOSTING PROJECT 2023
RFP No. VW0263

Valley Water anticipates awarding an agreement or agreement(s) to one or two separate firms to provide either 1) both redesign/hosting services; or 2) redesign services only; or 3) hosting services only.

On the Cost Proposal Form, firms must confirm which Services they are proposing by selecting and completing only one (1) of the following categories: Category A - if proposing for both the Redesign/Hosting Services; or Category B - if proposing for Redesign Services only; or Category C - if proposing for Hosting Services only.

The Cost Summary should represent the full cost of web redesign, web hosting, and other services over the initial two-year Redesign term and Hosting term, if awarded to the same firm. The Hosting term will also include an optional year 4 and year 5.

If the award is given to two separate firms, the term for the Redesign will be two-years and the term for the Hosting will be two-years with three option years for a total of five years.

The Category Codes assigned to this RFP are:

- 92000 – Data Processing, Computer, Programming, Hosting, and Related Services
 - 96546 – Graphic Art Serv (Not Print)
 - 91548 – Graphic Design Non-Architecture
- 91812 – Analytical Studies And Surveys (Consulting)
- 20700 – Computer Accessories And Supplies
 - 91828 – Computer Hardware Consulting
 - 95823 – Computer Management Services
 - 91830 – Computer Network Consulting
 - 91829 – Computer Software Consulting
- 20800 – Computer Software For Microcomputers (Preprogrammed)
- 20900 – Computer Software For Mini And Mainframe Computers (Preprogrammed)
 - 20500 – Computers, Hardware, Software
- 92000 – Data Processing, Computer, Programming, Hosting, and Related Services

1.3 Description of Work

The selected experienced and qualified website design firm(s) will be tasked to provide external website redesign, support and/or hosting services. The Proposer will provide the services in accordance with **Section 5. Preliminary Scope of Services**.

1.4 Minimum Qualifications

- A. The following qualifications are the minimum required qualifications that a Proposer(s) must meet for a proposal to be considered responsive. Proposer(s) must demonstrate knowledge of **Redesign Services**:
- 1) No certifications/licenses necessary.
 - 2) Proposer or Proposer's employees needs to have experience designing modern web sites for agencies our size or larger.
 - 3) Proposer or Proposer's employees needs to have experience analyzing and recommending the existing site content.
 - 4) Proposer or Proposer's employees needs to be capable of delivering templates which are Section 508/WCAG compliant for accessibility.
 - 5) Proposer's pitching web hosting services we'll need to determine have a stable infrastructure which passes our requirements for cybersecurity (will have a separate cybersecurity questionnaire for these firms/vendors).
 - 6) Proposer's will need to provide resumes of designers working on our project as well as sample Portfolio of their work.
 - 7) Proposer's will need to provide service level agreements for their support services.
 - 8) Proposer's code used in this project will be accessible to Valley Water or will be held in an escrow account that Valley Water may access at any time. Upon contract termination ownership of the code will transfer to Valley Water.
- B. The following qualifications are the minimum required qualifications that a Proposer(s) must meet for a proposal to be considered responsive. Proposer(s) must demonstrate knowledge of **Hosting Services**:
- 1) No certifications/licenses necessary.
 - 2) Proposer or Proposer's employees needs to have experience designing modern web sites for agencies our size or larger.
 - 3) Proposer or Proposer's employees needs to have experience analyzing and recommending the existing site content.
 - 4) Proposer or Proposer's employees needs to be capable of delivering templates which are Section 508/WCAG compliant for accessibility.
 - 5) Proposer's pitching web hosting services we'll need to determine have a stable infrastructure which passes our requirements for cybersecurity (will have a separate cybersecurity questionnaire for these firms/vendors).
 - 6) Proposer's will need to provide resumes of designers working on our project as well as sample Portfolio of their work.
 - 7) Proposer's will need to provide service level agreements for their support services.

- 8) Proposer's code used in this project will be accessible to Valley Water or will be held in an escrow account that Valley Water may access at any time. Upon contract termination ownership of the code will transfer to Valley Water.

1.5 Communication Protocol

All questions and/or requests for clarification concerning the RFP documents ("RFP Documents") must be submitted directly in the Valley Water's procurement portal ("SCVWD Procurement Portal"). Questions and/or clarifications must be as specific as possible referring to the RFP section number and title.

RFP Designated Contact:

Name: Cathy Hoang
Email: choang@valleywater.org
Phone: (408) 693-0683

Issues regarding the SCVWD Procurement Portal, account registration, and/or electronic submittal, should be directed to PlanetBids at:

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Phone: (818) 992-1771
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Proposers may not communicate with Valley Water Board Members, staff, or consultants who currently provide services for Valley Water. Communicating with any Valley Water representative(s) about this RFP other than as specifically permitted herein is grounds for disqualification.

1.6 Obtaining the RFP

The SCVWD Procurement Portal is hosted by PlanetBids and can be accessed using the following link: <https://pbsystem.planetbids.com/portal/48397/portal-home>.

It is highly recommended that prospective Proposers acquire the RFP documents directly from the above link to ensure Proposers obtain all RFP-related submittal documents, addenda, and other reference materials. Instructions for submitting a proposal are included in **Section 3 Instructions to Proposers**.

1.7 RFP Procurement Schedule

The RFP Procurement Schedule is provided in Table 1 below. All dates in this RFP are subject to change at Valley Water's sole discretion and will be provided as an addendum and posted in the SCVWD Procurement Portal. All references in this RFP to "time" are Pacific Time.

(TABLE 1-RFP PROCUREMENT SCHEDULE TO FOLLOW NEXT PAGE)

Table 1

| ACTIVITY | DESCRIPTION/LOCATION | DATE OR PERIOD |
|--|--|---|
| Submittals for RFP Questions and Clarification | Refer to RFP Section 1.9 | No later than 3:00 p.m. on July 10, 2023 |
| Valley Water Response to Proposer(s) RFP Questions and Clarification & Issue Addenda | Electronic Notification – SCVWD Procurement Portal Refer to RFP Section 1.9 | No later than 5:00 p.m. on July 20, 2023 |
| Proposal Due Date | Electronic version – Refer to RFP Section 3.5.1 | No later than 2:00 p.m. on August 9, 2023 |
| Demos (tentative) | Valley Water Office – TBD OR Video Conference | Week of September 25, 2023 – September 29, 2023 |
| Interview and Oral Presentations (tentative) | Valley Water Office – TBD OR Video Conference | Week of October 23, 2023 – October 27, 2023 |

1.8 Pre-Proposal Conference and Site Visit

A pre-proposal conference and/or site visit will not be held for this RFP.

1.9 Questions and Addenda to RFP Documents

Proposers must only rely on the information contained in this RFP and any subsequent written addenda issued by Valley Water through the SCVWD Procurement Portal. Proposers shall not rely on any other written or oral statements of Valley Water or its officers, directors, employees, or agents regarding the work, including statements made during the pre-proposal conference or site tour.

All questions and/or requests for clarification concerning the RFP documents must be submitted directly in the SCVWD Procurement Portal. Questions and/or clarifications must be as specific as possible referring to the RFP section number and title.

Valley Water's written response to questions or requests for clarification will be posted in the SCVWD Procurement Portal. Valley Water reserves the right to make changes in the RFP documents as it may deem appropriate up to the time set for the proposal due date. All changes to the RFP documents will be made by issuance of written addenda. Automatic notification of addenda is sent to Proposers registered under the Category Code identified in **Section 1.2 About this RFP**.

Proposers shall acknowledge receipt of all addenda as instructed by the SCVWD Procurement Portal. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the RFP requirements. Proposer certifies that the RFP documents and addenda have been thoroughly read and that there are no misunderstandings as to the meaning, purpose, or intent of any provision in the RFP documents and addenda.

1.10 Proposal Due Date

Proposers must submit the electronic (“Electronic Response”) Technical and Cost proposal(s) on or before the proposal due date stated in Section 1.7 RFP Procurement Schedule Table 1 to be considered responsive and as further directed in Section 3.5 Electronic Response. Hard copy proposals will not be accepted. Proposals received after the proposal due date will be rejected.

Proposers are strongly encouraged to upload their electronic responses in the SCVWD Procurement Portal significantly before the RFP proposal due date to avoid last-minute technical issues. Proposers are reminded to complete all submittal instructions to ensure their proposal is uploaded correctly. Should Proposers have any technical problems or questions regarding electronic submittal, please refer to **Section 1.5 Communication Protocol** and contact the PlanetBids for this RFP.

Valley Water will not pay Proposer for costs incurred in the preparation of their proposal in response to this RFP. Proposals will be opened and checked for the presence of the required information as outlined in this RFP. The absence of required information will render the proposal non-responsive, and the proposal may be rejected. Proposer’s submission of a proposal implies acceptance of the evaluation process and Proposer’s recognition that some subjective judgments will be made by Valley Water.

1.11 Definitions

In this RFP document:

- Proposer means Consultant(s), prime Consultant, consultant(s) or contractor(s).
- Subconsultant means those performing any portion of the Services as subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals.
- Key Staff, if required, means the employees of the Consultant or Subconsultant(s) that provide project leadership or expertise in lead technical services and are considered essential to the success of the Project. Valley Water requires that each Proposer demonstrate that the proposed Key Staff meet the minimum qualifications specified in **Section 1.4 Minimum Qualifications**

1.12 Conflict of Interest

Proposer represents there exists no actual or potential conflict of interest concerning their response to this RFP.

Proposer, Proposer’s parent company, subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Proposer will not submit a proposal in response to any RFP or other Valley Water solicitation developed or prepared by or with the assistance of Proposer, Proposer’s parent company, Proposer’s subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Proposer.

Consultants and subconsultants performing work resulting from this RFP are required to avoid conflicts of interest resulting from services provided to Valley Water through other engagements. Consultants and subconsultants providing services under any engagements that developed or influenced the requirements, scope of services, or criteria for this RFP are ineligible to participate in the work resulting from this RFP. Consultants and subconsultants providing services under such engagements that involve the supervision, oversight, review, critique, or acceptance of work products under this RFP are also ineligible to participate in the work resulting from this RFP.

Similarly, consultants and subconsultants who have or who have had access to nonpublic information related to this RFP may have a conflict of interest and should refrain from participating in this RFP.

Consultants and subconsultants proposing to provide services under this RFP remain responsible for avoiding conflicts of interest and must review their existing Valley Water engagements with their prospective teaming partners before submitting the proposal under this RFP to assure that conflicts of interest are avoided. Consultants and subconsultants performing work resulting from this RFP must always continue to monitor for and avoid conflicts of interest.

In addition to consultants' and subconsultants' obligations to avoid conflicts of interest, Valley Water also monitors for potential conflicts. Valley Water reviews all potential conflicts, whether actual or apparent, on a case-by-case basis. Valley Water reserves the right to determine whether an actual conflict exists at its sole discretion and to determine whether a potential conflict of interest exists in its reasonable discretion. Nothing in this RFP is intended to operate as a waiver of either actual or apparent conflicts.

1.13 Restrictions to the Use of Subconsultants/NOT USED

The Proposer shall be wholly responsible for the entire performance of the work described in this RFP. Inclusion of Subconsultant engagement for services is highly encouraged by Valley Water. The use of subconsultants is not authorized to perform work under the resulting agreement without prior authorization from Valley Water.

In the event Valley Water authorizes the use of subconsultants, the Consultant is subject to the following requirements: 1) any delegation or subcontracting of any services to subconsultant(s) shall not relieve the Consultant of its obligations. 2) the inclusion or substitution of subconsultants shall be authorized by the execution of an amendment to the agreement, and. 3) the Consultant warrants all services and deliverables provided by any subconsultants and represents that each such subconsultants is specially trained, experienced, and competent to perform its portion of the Project.

SECTION 2 GENERAL PROVISIONS

2.1 Terms and Conditions

The Standard Terms and Conditions are provided for your review and set forth in **Attachment A – Sample Valley Water Standard Consultant Agreement**. Do not include Attachment A as a part of your proposal.

2.2 Insurance Requirements

The successful Proposer shall comply with the insurance requirements provided for your review and set forth in **Attachment B – Insurance Requirements**. Proposers do not need to submit a Certificate of Insurance (COI) and Additional Insured Endorsement with their proposal.

2.3 Consultant's Employees

The Consultant agrees to comply with all Federal, State, and local regulations governing or relating to conditions of employment for its employees, including, but not limited to, the Fair Labor Standards Act, the Employee-Right-to-Know Program, Americans with Disabilities Act, and the Employee Injury and Illness Prevention Program.

2.4 Business Days

All references to “days” mean “business days,” unless otherwise indicated. Valley Water’s business days are Monday through Friday.

2.5 Observed Holidays

Holidays observed by Valley Water are the following:

| | |
|-------------------------------|-------------------------------|
| New Year's Day | Independence Day |
| Martin Luther King's Birthday | Labor Day |
| Presidents' Day | Indigenous Peoples' Day |
| Lunar New Year | Veterans Day |
| Cesar Chavez Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| Juneteenth Day | Christmas Day |

Holiday Pay is provided to consultant personnel when Consultant and Valley Water observe the same holiday and consultant personnel work on that day. When Valley Water observes a holiday and the Consultant does not, consultant personnel will perform services at Valley Water and will be paid at a standard rate.

2.6 Change in Consultant Representatives

Valley Water reserves the right to require a change in a consultant representative if the assigned representative, in the opinion of Valley Water, is not meeting Valley Water’s needs.

Consultant personnel considered essential to the successful completion of the Project must be available for its duration unless Valley Water approves substitutions in writing. Failure to provide the specific team members proposed for this Project, or changing staff without providing substitution requests in writing, will be just cause for terminating the Agreement.

2.7 Right to Publish

Throughout this procurement process and term of the agreement, all potential Proposers, Proposers, and Consultants must secure from Valley Water written approval before the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent agreement, other than the information necessary to communicate with subconsultants during the development of the proposal. Failure to adhere to this requirement may result in disqualification of the Proposer, the proposal, or termination of the Agreement.

2.8 Governing Law

This RFP and any agreement with the successful Proposer(s) that may result shall be governed by the laws of the State of California. The venue for legal action will be the County of Santa Clara.

2.9 Audit and Inspection of Records

The Consultant shall retain the following records (collectively "Records") for a minimum period of three (3) years from the date of Valley Water's final payment to the Consultant or for any longer period required by law: all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to the Consultant's charges for performing services, or to the Consultant's expenditures and disbursements charged to Valley Water, or any work product and other records evidencing Consultant's performance.

At any time during the term of the agreement or the period the Consultant is required to retain the records, Valley Water or a designated Valley Water representative may request, in writing, production of all or a portion of the Records. The Consultant shall produce the requested records to Valley Water offices or at a time and location mutually agreeable to both Valley Water and Consultant. The Consultant shall produce the requested Records at no cost to Valley Water.

Under Government Code § 8546.7, the Consultant may be subject to audit by the California State Auditor regarding the Consultant's performance of this Agreement if the maximum total compensation exceeds \$10,000.

2.10 Confidentiality

All information submitted to Valley Water under this RFP process becomes the exclusive property of Valley Water but, if not otherwise a public record under the California Public Records Act (California Government Code § 6250 et seq.), will not be open to public inspection. Valley Water has a substantial interest in not disclosing submissions during the evaluation process. For this reason, Valley Water will not disclose any part of the proposals before issuance of the Notice of Intent to Award ("NOI" or "NOITA"), after which time all submissions will be subject to public disclosure to the extent such information constitutes a public record under the California Public Records Act.

2.11 Rights of Valley Water

Valley Water may exercise at its sole discretion the following rights and conditions. By responding to this RFP, Proposers acknowledge and consent to the following rights and conditions.

Valley Water reserves the right to:

- Postpone, cancel, or issue a subsequent RFP.
- Reject any or all proposals.
- Issue addenda to amend, modify, add or delete requirements of this RFP.
- Remedy technical errors in the RFP process.

- Disqualify Proposers who are deemed non-responsive to the requirements of this RFP.
- Waive informality or immaterial irregularities in proposals, accept/reject all or part of a proposal.
- Use judgment whether to respond to questions after the RFP question submittal deadline.
- Interview proposal references to clarify information provided.
- Require additional information from Proposer to substantiate the proposal.
- Approve or disapprove the use of proposed subconsultants/subcontractors.
- Conduct interviews at its discretion.
- Not award an agreement.
- Award an agreement to one or more Proposers.

2.12 Appropriations and Authorizations

Any agreement awarded may be terminated if appropriations or authorizations do not exist. Valley Water's determination regarding appropriations and authorizations will be accepted by the Proposers as final.

2.13 Equal Opportunity Employment

Consultants, their employees, and subcontractors shall comply with the Equal Opportunity Employment requirements set forth in this RFP.

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. The Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2.14 Prevailing Wage/NOT USED

SECTION 3 INSTRUCTIONS TO PROPOSERS

3.1 Proposal Format

Proposals shall be typed, as concise as possible, and shall not include any unnecessary promotional material. The Proposer shall provide the information required in Section 3 and comply with the maximum page limitations provided for each subsection of the RFP. The RFP Required Submittal documents do not count towards applicable section page limits.

Resumes shall be included as a separate attachment. Number every page beginning with the cover page, including the text charts and graphic pages.

Narrative pages are to be 8½x11 inches. 11x17 pages, if used, shall be used sparingly and only where required to convey related information that cannot otherwise be accommodated on an 8½x11 page. 11x17 will count as two pages for one side of the print. All pages shall be sequentially numbered. The Proposer may use cross-references in its proposal to avoid redundancy.

The proposal shall use Calibri, Arial, or a similar, easily readable font. A minimum of 11-point font size and 1.25-line spacing is required for text. Narrow or condensed fonts are not permitted. Font restrictions do not apply to attachments. Different size fonts will be allowed for headings, charts, tables, and graphics and must be easily readable.

3.2 Proposal Content Part 1 – Main Content

To be considered responsive, proposals shall include the information detailed in this section. Proposers must provide information in the proposals in the same order as shown below. The proposal shall be separated into the sub-headings referenced below. Failure to provide this information may result in a proposal being considered non-responsive to requirements.

3.2.1 Table of Contents, Cover Letter and Executive Summary

In this section (maximum 6 pages), include the following:

- a. **Table of Contents:** Provide a table of contents as the first page of the proposal which itemizes the Proposer's submission.
- b. **Cover Letter:** Provide a cover letter, signed by the proposing firm's authorized representative, that provides an overview of the Proposer's general expertise, experience, and approach to performing the Scope of Services described in this RFP. Include contact information in the event questions arise regarding the proposal.
- c. **Executive Summary:** Provide a summary of the proposed approach to the topics identified in **Section 5. Preliminary Scope of Services**, the strengths of the proposed project team, and why your firm should be selected.

3.2.2 Company Background Information

In this section (maximum 2 pages), include the following:

- a. Legal name, addresses, telephone numbers of the principal office (national headquarters) and local office. Include the same information if services will be provided from additional locations.
- b. Year established and company history.
- c. Business entity status (i.e., partnership, corporation, LLC).

- d. Indicate if Proposer has defaulted in its performance on an agreement during the past five (5) years which has led the other party to terminate the agreement and, if so, the identity of the parties involved and the circumstances of the default or termination.
- e. Provide a response to the following:
 - i. Explain the nature of any pending litigation, liens or claims involving your organization.
 - ii. Has your company filed for bankruptcy in the last ten (10) years?


3.2.3 Firm Qualifications, Expertise and Experience

In this section (maximum 5 pages), include the following:

- a. Describe the firm's qualifications and experience working on similar, relevant, or related projects that were completed, as outlined in **Section 5. Preliminary Scope of Services**.
- b. Describe how the firm (or firms if submitting a jointly prepared proposal) is organized to provide the required services as outlined in **Section 5. Preliminary Scope of Services**.
- c. If utilizing any subconsultants and/or subcontractors, describe their qualifications working on similar, relevant, or related projects that were completed, as outlined in **Section 5. Preliminary Scope of Services**.
- d. Provide a list of all services your firm has performed for Valley Water in the past three (3) years, include a description of the services, date of engagement(s), members of the proposed team that performed the services. Indicate if your firm served as the prime or as a subconsultant.

3.2.4 Project Team Qualifications and Experience

In this section (maximum 15 pages plus maximum of two resume pages for each key staff), provide the following:

- a. Indicate the names, qualifications, certifications, and experience of personnel, subconsultants, and subcontractors who will perform the services as described in **Section 5. Preliminary Scope of Services**. In addition, the proposal must associate specific staff to work tasks and estimate the percentage of time they will be available to the project.
- b. For each individual or subconsultant/subcontractor, list relevant technical expertise and experience in providing similar services and completing projects of comparable magnitude. Describe the project manager's capability to manage a project of this scope and magnitude and to manage sub-consultant(s). 
- c. Provide a project team organizational chart indicating the primary role and responsibility of each team member, identify key personnel such as the project manager and technical leads.
- d. Provide resumes for each identified individual, including both Proposer and subcontractor personnel. Resumes should include descriptions of key qualifications and experience which make the individual suited to the proposed assignment. Include resumes as a separate attachment.
- e. Identify each consultant in team member with their technical specialties. UI/UX Design team, Backend team, DevOps team, Cloud Infrastructure team, Core Development and Testing team.

- f. Identify each individual and/or subconsultant/subcontractor including relevant technical expertise that will be enforcing cybersecurity policies regarding the website design and maintenance.

If awarded an agreement, every effort shall be made by the Proposer to ensure that the staff resources identified in the proposal will be available for the Project. If staff identified in the proposal are not available, Valley Water reserves the right to review and approve the alternate personnel.

3.2.5 Technical Approach and Work Plan

In this section (maximum 10 pages), provide the following:

- a. **Technical Approach:** Describe and explain your approach to completing **Section 5. Preliminary Scope of Services**. Identify deliverables and key decision points. Provide comments regarding the proposed **Section 5. Preliminary Scope of Services**. This may be used as an opportunity to expand upon your team's specific experience and expertise, and to outline any changes you believe would be helpful in achieving the project's goals and objectives.
- b. **Work Plan:** Describe and explain how the project team will fulfill **Section 5. Preliminary Scope of Services**. Include a detailed preliminary project schedule in **Preliminary Project Schedule Document**. Provide a matrix of personnel, tasks, and an estimated effort in hours.

3.2.6 Client References

In this section (maximum 5 pages), provide the following:

- a. Submit three (3) Client References that provide former clients and representative projects undertaken in the last five (5) years which demonstrate experience relevant to this RFP.
- b. **Proposers will be required to upload a separate MS Word file for each Client Reference document.** The Client Reference documents are listed in the Response Type/General Attachments section of the SCVWD Procurement Portal.
- c. For each project, provide a project description, project costs, dates of engagement, project owner, and member(s) of the proposed team for this RFP that participated in the project, including any subconsultants that worked on the project.
- d. For each reference, provide the name of the agency/firm, contact person's name, title, address, phone number, and email address. Please ensure that the contact information is accurate for each reference.

Valley Water reserves the right to:

- Check as many references that Valley Water deems necessary.
- Assess a firm's past performance.
- Contact as many references Valley Water determines are representative projects demonstrating experience that is relevant to this RFPs.
- Check any other reference(s) that might be indicated through the explicitly specified contacts or that result from communication with other entities involved with similar projects.
- Include other industry sources and users of similar services known to Valley Water.
- Contact client references for only those firms participating in the interview and oral presentations. Such references shall be contacted after the shortlisted firms are notified and before the interview and oral presentations.

It is the responsibility of the Proposer to ensure the client reference contact person is available and willing to provide a reference within the timeframe stated in this section. The client reference score/weight shall have no bearing on any other evaluation criteria.

3.3 RFP Required Submittal Documents

Proposers shall complete and upload all RFP Required Submittal documents listed below as separate files. For ease of use, the required submittal documents are in their native file (MS Word or Excel) and located as separate documents in the SCVWD Procurement Portal. Submittals are not counted towards applicable section page limits.

RFP Required Submittal Document List

Submittal Checklist
Exceptions List
Key Staff, Consultant and Subconsultants List
Small Business Enterprise/NOT USED
Local Business Enterprise Consideration
Non-Collusion Declaration
Conflict of Interest Disclosure
Preliminary Project Schedule/NOT USED
Client References
Cost Proposal Form
W-9 Certification

3.3.1 Exceptions List

Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP, the Agreement, and the Insurance Requirements unless the Proposer includes with their proposal, in writing, any exceptions requested by the Proposer to the RFP, Agreement, and Insurance Requirements as set forth on **Exceptions List**. Exceptions may not be requested after the proposal due date. Valley Water will determine the level of risk associated with the stated exceptions.

3.3.2 Key Staff - Consultant and Subconsultants List

The Proposal shall list Key Staff, Consultant, and subconsultants on **Key Staff - Consultant and Subconsultants List**.

3.3.3 Small Business Enterprise/NOT USED

3.3.4 Local Business Enterprise Consideration

It is the goal of Valley Water to increase the use of local businesses in awarding procurement agreements. During the evaluation of proposals, Valley Water will grant a five (5) percent preference to the Proposers who submit the **Local Business Enterprise Consideration** with their proposal as a local business pursuant to Valley Water Ordinance 13-02, which is available on www.valleywater.org.

3.3.5 Non-Collusion Declaration

The Proposer shall acknowledge the statements made in the **Non-Collusion Declaration**.

3.3.6 Statement of Economic Interests (Form 700)

Key Staff and supervisory personnel proposed in connection with the performance of the Project may be required to complete a Statement of Economic Interests (Form 700) by the successful Proposer upon the issuance of the Notice of Intent to Award ("NOITA").

3.3.7 Conflict of Interest Disclosure

Consultant and subconsultant, shall complete and submit the **Conflict of Interest Disclosure**. Valley Water will analyze the disclosure and determine on a case-by-case basis whether a conflict of interest exists that would preclude a consultant's or subconsultant's participation in the subject solicitation and if so, whether it may be waived or overcome through mitigating actions. Valley Water will confirm the determination to Proposer(s) prior to the interview and oral presentations occurring with the highest-ranked firms.

3.3.8 Preliminary Project Schedule/NOT USED

3.3.9 Client References

Proposers must complete **Client References** as instructed in **Section 3.2.6 Client References**.

3.3.10 Cost Proposal

Proposers must complete **Cost Proposal** as instructed in **Section 3.4 Proposal Content Part 2**.

3.3.11 W-9 Certification

Proposers must complete **W-9 Certification** for taxpayer identification number and certification.

3.3.12 COVID-19 Notice and Certification

Consultants with personnel working at a Valley Water facility must certify that their personnel are fully vaccinated or have an exemption on file. Consultants with personnel working at a Valley Water facility who are not fully vaccinated will be required to take a PCR COVID-19 test every week. The Valley Water Project Manager must be notified immediately in the event they receive a positive test for their personnel working at a Valley Water facility.

Consultants must review and comply with all the requirements and instructions in **The Notification to Contractors with Personnel Working at any Valley Water Facility** (Notice) and the **Vaccination Certification – Appendix A** (Certification). Consultants subject to this requirement must complete and return the Certification to the Valley Project Manager upon issuance of the Notice of Intent to Award ("NOITA").

3.3.13 Government Code Section 84308

Consultant and subconsultant personnel proposed in connection with the performance of the Project that have made a campaign contribution over \$250 to the Valley Water Board of Directors (Board) within twelve months preceding the award of an Agreement will be required to comply with Government Code Section 84308. Consultant and subconsultants must complete Attachment A to the Board Agenda Memorandum (BAM) when an Agreement requires approval from the Board.

3.4 Proposal Content Part 2 – Cost Proposal Form

Cost/pricing is a factor in the selection. All pricing and/or costs to provide the services outlined in **Section 5. Preliminary Scope of Services** must be included. A Proposer's failure to submit a Cost Proposal will be deemed non-responsive and rejected.

Proposers must complete and upload the **Cost Proposal Form** by the proposal due date stated in Section 1.7 RFP Procurement Schedule Table 1 and Section 3.5 Proposal Submittal. in accordance with the following instructions:

Include a detailed breakdown of the following:

Select "Category A" if proposing for both the Redesign/Hosting Services

Select "Category B" if proposing for Redesign Services only

Select "Category C" if proposing for Hosting Services only

This portion of the proposal will be evaluated in accordance with **Section 4 Evaluation and Selection**. Costs will be evaluated on costs that Valley Water or other comparable public agencies have paid for similar services and in accordance with the industry's standard and customary costs for the services.

3.5 Proposal Submittal

The proposal due date is stated in **Section 1.7 RFP Procurement Schedule Table 1**. Valley Water requires electronic proposal submittals to be submitted in the SCVWD Procurement Portal by Proposers to be considered responsive.

Valley Water will not accept electronic proposals submitted after the stated time on the proposal due date. Furthermore, Valley Water will not be responsible for slow or delayed electronic proposal submissions regardless of whether it is caused by, but not limited to, the World Wide Web, Internet Service Provider, or third-party system.

3.5.1 Electronic Response

Valley Water requires electronic responses to be submitted in the SCVWD Procurement Portal by Proposers to be considered responsive. If not done so already, register to create an account to receive updates and notifications electronically from the SCVWD Procurement Portal. Should Proposers have any technical problems or questions regarding electronic submittal, please refer to **Section 1.5 Communication Protocol** and contact the designated contact for this RFP. The Categories assigned to this RFP are located in **Section 1.2 About this RFP**.

All Proposals, Technical and Cost/Pricing, must be submitted electronically and received as identified below, by the due date and time as stated in **Section 1.7 RFP Procurement Schedule Table 1** to be considered responsive. Late and/or misdirected proposals will not be considered.

Proposer must submit the following:

- a. **Proposal Content Part 1 – Main Content (Technical):** The Electronic Response must include the entire Proposal Content Part 1 – Main Content and any required attachments.
 - The Proposal Content Part 1 – Main Content must be submitted electronically to the **SCVWD Procurement Portal**:
<https://pbsystem.planetbids.com/portal/48397/portal-home>.
- b. **Proposal Content Part 2 – Cost Proposal:** Cost/pricing is a factor in the selection. The Electronic Response must include the entire Proposal Content Part 2 – Cost Proposal document and any required attachments.
 - The Proposal Content Part 2 – Cost Proposal must be completed and uploaded as a separate MS Excel file and submitted electronically to the Cost File section of the **SCVWD Procurement Portal**:
<https://pbsystem.planetbids.com/portal/48397/portal-home>.
 - This is not part of the technical proposal listed above.
- c. **Additional requirements:**
 - All proposal files must be submitted in the format requested.
 - There is no limit to the number of files that can be attached.
 - Do not submit any files in a zip file format.

The SCVWD Procurement Portal shall serve as the official record as to whether a proposal submitted in response to this RFP was received by the proposal due date and time.

The Technical Response and Cost Proposal must be submitted as directed in Section 3.5.1 Electronic Response. Hard copies of the proposals will not be accepted.

3.5.2 Right to Amend or Withdraw Proposal

Proposers may amend or withdraw their submitted proposal at any time before the proposal due date. Proposers must resubmit amended proposals.

3.6 Demos and Interviews

Valley Water will conduct demos and interviews with the highest scoring Proposers, also referred to as shortlisted firms, before making a final decision. Proposers may be requested to make an oral presentation during the interview.

The top ranked Proposers from the evaluation of the written proposals will be invited for an oral demos and interviews. The Assigned Contract Analyst will schedule the time for each respondent's demos and interviews. In compliance with the Americans with Disabilities Act, respondents requiring accommodation for this meeting shall notify the Assigned Contract Analyst at least two business days prior to the scheduled demos and interviews.

It is anticipated that demos and interviews will take place within the time shown in the RFP Schedule. The format for the demos and interviews will be outlined in the Selection for Demo letter/ Selection for Interview letter that is sent to top ranked proposers by Valley Water.

The Evaluation Committee may request that a respondent clarify any statement in the respondent's proposal. The respondents will be responsible for all of their expenses associated with the demos and interviews. Valley Water reserves the right to conduct demos and interviews with qualified consultants by web, teleconference and/or on-site.

3.6.1 Project Understanding, Work Plan and Approach

Proposers invited for the interview and oral presentations are expected to have a clear understanding of objectives, scope of services, Valley Water's environment, and the Proposer's role. Proposers must present their project understanding, work plan and approach, effectively for achieving the Scope of Services on time and within budget.

3.6.2 Project Team Experience

Indicate the names, qualifications, certifications, if applicable, and experience of personnel and subcontractors who will perform the services as described in the RFP. In addition, the presentation must associate specific staff to work tasks and estimate the percentage of time they will be available to the project.

For each individual or subconsultant, list relevant technical expertise and experience in providing similar services and completing projects of comparable magnitude.

Describe the project manager's capability to manage a project of this scope and magnitude and to manage sub-consultants.

Provide a project team organizational chart indicating the primary role and responsibility of each team member, identifying the project manager, and identifying technical leads.

Provide resumes for each identified individual, including both Proposer and subconsultant personnel. Resumes should include descriptions of key qualifications and experience which make the individual suited to the proposed assignment.

3.6.3 Quality of Presentation and Demos

Proposers invited to the demos and interviews will be evaluated on their ability to effectively communicate the project understanding, work plan and approach, and the qualifications of subconsultants and personnel. The presentations should be informative and concise.

3.7 Proposer Notifications

Proposers may receive notifications during the solicitation process that are either emails or letters from Valley Water.

SECTION 4 EVALUATION AND SELECTION

4.1 Evaluation Process

The evaluation and selection process will consist of the four (4) steps outlined below. Valley Water has the right to conduct an independent investigation of the information provided in a proposal. This includes contacting references. The Evaluation Committee ("EC") selected by Valley Water may use any relevant information gathered by such investigation, and any other relevant information that comes to the attention of Valley Water, to evaluate a Proposer.

4.1.1 Step 1: Responsiveness

Proposals will first be reviewed for their responsiveness including timely receipt of the proposal and inclusion of all required documents and signatures. Any proposal that is incomplete in any material respect may be deemed non-responsive and may be rejected in its entirety. At its sole discretion, however, the EC may waive any non-material deviations, defects, technicalities, or informalities or may request clarification or additional information.

4.1.2 Step 2: Evaluation

The EC will evaluate proposals in accordance with the Evaluation Criteria set forth in **Section 4.2 Evaluation Criteria**. During this time, Valley Water may, at its option, initiate discussions with Proposers who submit responsive or potentially responsive proposals to clarify aspects of the proposal, but proposals may be evaluated without such discussion. The EC may request that a Proposer clarify any statement in their proposal. In addition, the EC may request Proposer(s) to submit additional documents for consideration, e.g., an example strategic plan.

4.1.3 Step 3: Interviews and Oral Presentations

Shortlisted firms from the evaluation of the technical proposals will be invited for an interview and oral presentation with the EC. Valley Water will send instructions in the Invitation to Interview and Oral Presentation letter, which includes the time, date, location, and interview and oral presentation format details. In compliance with the Americans with Disabilities Act, Proposers requiring accommodation for this meeting shall notify the Contract Analyst at least two (2) business days before the scheduled interview.

It is anticipated that interviews will take place within the time allocated in Section 1.6 RFP Procurement Schedule Table 1. Proposers will be responsible for all their expenses associated with the interview and oral presentation. Valley Water reserves the right to conduct interviews and oral presentations with qualified consultants by web or teleconference.

4.1.4 Step 4: Total Scoring and Ranking

The EC will determine the final ranking of all Proposers, from highest to lowest, based on the evaluation criteria described in Steps 2 and 3 above.

4.2 Evaluation Criteria

The total maximum score for the evaluation of proposals and the demos, interview and oral presentations is 100 percent (100%). Evaluation of proposals comprises fifty percent (70%), and demos, interviews and oral presentations comprise fifty percent (30%) of the total score.

Proposals will be evaluated by the EC using the Proposal Evaluation Criteria as set forth below. Evaluation and scoring of proposals will be based on how likely the proposal content meets or exceeds the performance requirements set forth in this RFP.

EXTERNAL WEBSITE REDESIGN AND HOSTING PROJECT 2023
RFP No. VW0263

| Proposal Evaluation Criteria | Basis of Evaluation Rated up to 10 points each | Score |
|---|---|---------------|
| Adheres to RFP Requirements | Sections 3.1, 3.2, 3.3, 3.4 | 2% |
| Company Background Information | Section 3.2.2 | 1% |
| Firm Qualifications, Expertise and Experience | Section 3.2.3 | 20% |
| Project Team Qualifications and Expertise | Section 3.2.4 | 18% |
| Technical Approach/ Work Plan | Section 3.2.5 | 15% |
| Local Business Enterprise Consideration | Section 3.3.5 | 5% |
| Cost Proposal | Section 3.4 | 4% |
| Client References | Section 3.2.6 | 5% |
| | Total | 70.00% |

Valley Water may conduct demos with the highest scoring Proposers. Valley Water reserves the right to waive the demo process and evaluate the Proposer based on the Proposal Evaluation Criteria alone. Should demos be conducted, proposals will be evaluated by the EC using the Demos Evaluation Criteria as set forth below.

| Demos Evaluation Criteria | Basis of Evaluation | Score |
|----------------------------------|----------------------------|---------------|
| Quality of Presentation | Section 3.6.3 | 10% |
| | Total | 10.00% |

Valley Water may conduct interviews and oral presentations with the highest scoring Proposers. Valley Water reserves the right to waive the interview process and evaluate the Proposer based on the Proposal Evaluation Criteria alone. Should interviews and oral presentations be conducted, proposals will be evaluated by the EC using the Interview and Oral Presentation Evaluation Criteria as set forth below.

| Interview and Oral Presentation Evaluation Criteria | Basis of Evaluation | Score |
|--|----------------------------|---------------|
| Project Understanding, Plan and Approach | Section 3.6.1 | 10% |
| Project Team Experience | Section 3.6.2 | 10% |
| | Total | 20.00% |

4.3 Basis for Disqualification

Valley Water reserves the right to disqualify proposal(s) for, but not limited to, the following if, in Valley Water's sole judgment, it is deemed material:

- a. Any false, incomplete, or otherwise unresponsive statements, documents, or information provided to Valley Water in connection with this RFP.

- b. Communications with any Valley Water representative about this RFP other than as specifically permitted herein.
- c. Submittals:
 - that do not fully comply with the RFP Submittal Instructions.
 - where an actual or apparent conflict of interest exists (refer to **Section 1.12 Conflict of Interest**)
 - that fail to furnish information in the format requested herein.
 - that fail to comply with California State Department of Industrial Relations Contractor and Subcontractor Registration Requirements, California Labor Code section 1771.1.

4.4 Negotiations

Upon Valley Water's approval of the final ranking of proposals, where cost is a factor, the Proposers shall be prepared to enter negotiations immediately with Valley Water. Valley Water will first begin negotiations with the top-ranked Proposer(s). If Valley Water and the top-ranked Proposer(s) do not reach an agreement, then Valley Water may negotiate with the next highest-ranking Proposer. This process will continue until Valley Water reaches an agreement with a Proposer(s) or terminates the procurement. Valley Water may begin negotiating with the next highest-ranked Proposer whenever Valley Water determines that doing so is in its best interest, and Valley Water may negotiate with more than one Proposer at the same time.

The failure of the highest-ranked Proposer to comply with any of the requirements of this section shall constitute grounds for Valley Water to negotiate the agreement with the next top-ranked Proposer.

Upon completion of successful negotiations, Valley Water will issue a written Notice of Intent (NOI) letter to all Proposers which will confirm the "Successful Proposer" that Valley Water recommends for award of an agreement.

4.5 Post Award Submittals

Upon the issuance of the Notice of Intent to Award ("NOITA") and before issuance of the Notice of Award (NOA) and Notice to Proceed ("NTP") or Limited Notice to Proceed ("LNTP"), the successful Proposer will be required to provide one or more of the following, as stated in the NOITA:

- Executed copies of the Valley Water Agreement
- Certificates of Insurance
- Form 700
- COVID-19 Notice and Certification
- Government Code Section 84308 (Attachment A to the Board Agenda Memorandum (BAM))
- Other documents requested by Valley Water

4.6 Tax Forms

The **W-9 Certification** requires the taxpayer identification number and certification and must be completed by the successful firm, as required by law. Under current Internal Revenue Service regulations, it will be mandatory that Valley Water withhold and remit to the Internal Revenue Service 28% of each payment to qualifying individuals or companies until Valley Water receives a completed W-9 Certification.

4.7 Agreement Award

Valley Water intends to award an Agreement following the conclusion of successful negotiations with the Proposer deemed most responsive and responsible in meeting the requirements of this RFP. The Agreement is subject to the appropriation of funds by Valley Water's Board of Directors.

4.8 Debriefing

A debriefing may be held after the award of an agreement for the Proposer to receive information concerning the evaluation of the firm's proposal and/or interview and oral presentation. The request shall be submitted in writing, either by the authorized officer or employee of the firm, and be received by Valley Water, no more than thirty (30) days following the NOA. Each requesting firm will be allotted a maximum of thirty (30) minutes for a debrief conference. The debriefing will consist solely of the evaluation of the requesting Proposer's proposal and/or interview and oral presentation.

4.9 Protest Process

Proposers may submit a written protest no later than 5:00 p.m., three business days after the date of the Notice of Intent to Award ("N.O.I." or "NOITA"). The letter must include at least one of the reasons listed below:

- A. The solicitation contained restrictive or discriminatory specifications.
- B. There was alleged misconduct or impropriety by Valley Water officials.
- C. There was alleged abuse of process or discretion by Valley Water officials.
- D. Valley Water failed to adhere to the evaluation criteria outlined in the procurement documents or made changes in the evaluation criteria during the evaluation process.

4.9.1 Protest Submittal Instructions

The protest letter is to be mailed certified by the U.S. Post Office and emailed to:

Valley Water

Attn: Concepcion Gayotin, Purchasing and Contracts Manager
Re: RFP Protest VW0263 EXTERNAL WEBSITE REDESIGN AND HOSTING PROJECT 2023
5750 Almaden Expressway
San Jose, CA 95118-3614

Email Contact: cgayotin@valleywater.org

cc: choang@valleywater.org

Email subject line: Protest VW0263 EXTERNAL WEBSITE REDESIGN AND HOSTING PROJECT 2023

The Proposer must label the envelope "Attention – RFP Protest VW0263 EXTERNAL WEBSITE REDESIGN AND HOSTING PROJECT 2023" to assist in expedited handling.

The protest letter must contain the following information:

- A. Name, address, email, and phone number of the Proposer submitting the protest
- B. Signature of the Proposer submitting the protest
- C. Solicitation number and title or project description
- D. Statement for the basis for the protest
- E. Copies of any relevant documents; and
- F. The desired resolution from this protest.

4.9.2 Protest Review and Determination

The Purchasing and Contracts Manager will review the protest and the supporting documentation. Valley Water will not accept additional materials after the protest submittal. The Purchasing and Contracts Manager will send a Notice of Decision by email and certified U.S. Mail to the Proposer within ten business days of receiving the protest. Valley Water will notify the Proposer if there is a delay in sending the Notice of Decision.

4.9.3 Protest Appeal Letter

Should the Proposer decide to appeal the decision and pursue its protest, they must send a protest appeal letter to the Deputy Administrative Officer of General Services no later than 5:00 p.m., three business days from receipt of the Notice of Decision.

Failure to comply with the rules herein may result in the rejection of the protest.

The protest appeal letter must include the following information:

- A. Name, address, email, and phone number of the Proposer submitting the appeal letter
- B. Signature of the Proposer submitting the appeal letter
- C. The solicitation number and title or project description
- D. Statement for the basis for the appeal
- E. Copies of any relevant documents; and
- F. The desired resolution from the appeal letter.

The protest appeal letter is to be mailed certified by the U.S. Post Office and emailed to:

Valley Water

Attn: Tony Ndah, Deputy Administrative Officer of General Services
Re: RFP Protest Appeal Letter VW0263 EXTERNAL WEBSITE REDESIGN AND HOSTING PROJECT 2023
5750 Almaden Expressway
San Jose, CA 95118-3614

Email: tndah@valleywater.org

cc: cgayotin@valleywater.org

Email subject line: Protest Appeal Letter VW0263 EXTERNAL WEBSITE REDESIGN AND HOSTING PROJECT 2023

The Deputy Administrative Officer will issue the Final Determination within ten business days upon receiving the protest appeal letter. Valley Water may elect to withhold a pending award after the ten business days appeal waiting period until the protest is resolved or proceed with awarding a contract. Valley Water will notify Proposer if there is a delay in sending the Final Determination.

SECTION 5 PRELIMINARY SCOPE OF SERVICES

1. Introductions

The selected experienced and qualified website design firm(s) will be tasked to provide external website redesign, support and/or hosting services. The Proposer will provide the services in accordance with Section 5. Preliminary Scope of Services.

2. Scope of Services

This Scope of Services describes the professional services to be performed by Consultant for Valley Water's External Website Redesign and Hosting Project 2023 (Project). Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for additional services.

3. Project Objectives

A. Project Objectives for Redesign Services:

- 1) **Meet the business goals of Valley Water:** The new website will provide simple, concise and useful information for stakeholders and the public on the programs and services offered by Valley Water. The site will illustrate Valley Water successes and impacts and serve as a strong branding and communications tool for Valley Water.
- 2) **Self Service and Interactive:** The website will be self-service and interactive in nature that will allow the public to access information easily, and to perform routine tasks online with minimum to no interaction with a representative of Valley Water. For example, among the expected interactive tools are web maps, calendars, infographics, etc. While this interactivity will exist, Valley Water's web pages will still provide appropriate contact information in each relevant contact section, should a member of the public require further assistance.
- 3) **Marketing and branding:** The new website will meet the objective of being a principal source of marketing and branding efforts of programs, services, and information for Valley Water.
- 4) **Increase Unique, Direct, and Repeated user traffic to the website:** The web content will be organized in a manner to improve upon all types of user traffic to the website. The new website will be easier for users to navigate, search, and provide information on the wide variety of services to site visitors.
- 5) **Responsive Web Design (RWD):** The new site will provide an optimal viewing and interaction experience easy reading and navigation with a minimum of resizing, panning, and scrolling across a wide range of devices from desktop computer monitors to mobile phones or tablets.
- 6) **Accessibility:** The new web site will comply with modern standards and requirements in alignment with Web Content Accessibility Guidelines (WCAG). The new website is also expected to work with a variety of Internet Browsers to allow the public to access the site and its resources using the modern browser of their choice.

- 7) **Content Management System (CMS) and Infrastructure:** The new website will be built and managed on a user-friendly CMS. Drupal is Valley Water's current choice of platform. Consultants may choose to implement and support any CMS of their choosing, although Drupal is preferred.

The new web site will be hosted on a technical infrastructure either fully provided/managed by the supporting Consultant in the cloud, supported/managed by Valley Water in AWS Govcloud tenant or in a hybrid infrastructure. Ease of use for content upload, content changes and rapid new content creation such as new Infographics, branding etc., by Valley Water is critical when deciding on the right CMS.

- 8) **Integration and co-existence:** Provide for full integration with existing applications and server platforms currently in use (such as Geographic Information System, News blogs, social media platform like Twitter, YouTube, etc.) as well as with future cloud based, and on-premise applications, and initiatives.
- 9) **Elements:** The new website will demonstrate key elements of a state-of-the-art website: Design, Usability, User Experience, Navigation Menu and Path, Search Engine Optimization and Search.
- 10) **Maintenance:** If critical cybersecurity issues are found (severity 3 or greater) appropriate actions must be taken to remediate these issues within Consultants proposed Service Level Agreement (SLA). This may include but not limited to patching, upgrades, code fixes, or other remediation tasks. Consultants proposed SLAs should also include potential break/fix tasks that could impact website performance or usability. Regular updates to Drupal or other CMS product are expected to occur on a regular basis to keep our environment on a current supported release.
- 11) **Templates:** The new website will have pre-defined layout builders that allow content builders to create their pages in a flexibility way.
- 12) **Analytics:** The new website will have a well-rounded analytical measurement and analysis of web data to understand and optimize web traffic and usage. For e.g., Consultants should provide website usage statistics, search success statistics and critical Key Point Indicator (KPI)s (page response times, image caching etc.) as proactive reports to Valley Water Information Technology (VW IT) for analysis and remediation as directed by VW IT.

B. Project Objectives for **Hosting Services:**

- 1) **Support:** The new web site will be supported 24x7x365 by the provider with appropriate personnel to address technical issues with the infrastructure (cloud models only), CMS and content/template support on an on-call/as-needed basis. The new web site should have minimum 99.95% uptime.
- 2) **Security:** The new website will comply with the latest standards of web application security, data transmission security, database security, application security, penetration testing, web application firewalling, patch and update management and password security. Valley Water reserves the right to perform its own penetration/stress testing of the website at any time.

4. Project Background

- A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams.

- B. The web site currently being considered for redesign is www.valleywater.org. The existing Valley Water website encompasses the breadth of district services and has grown in size and complexity since its last redesign in 2016. The current website is challenging to navigate, dated in appearance, difficult to search and is cumbersome for staff to maintain or modify. It currently contains about 2000 pages, 2000 media files and 7000 PDFs. It is managed using the Drupal 9 content management system. The external web site is currently hosted and partially managed by an incumbent web service provider. There are also a number of internet applications linked to the main website that are either internally or externally developed or supported. In addition, Valley Water also has several other independently managed microsites that vary in size and complexity and are hosted by GoDaddy which a desired outcome is to consolidate into a single web presence on a single platform.

Valley Water wishes to significantly improve public-facing website giving it the look and feel of a modern corporate web presence, expected functionality for interactive tools such as web maps, calendars, infographics, etc., while still meeting the requirements of a government agency such as Section 508/WCAG, Responsive Design and other mandatory requirements.

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to Consultant. The comments provided by Valley Water staff during the workshops will be documented by Consultant as meeting minutes and will be included in the next revision of the documents.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. If requested, Consultant will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives.
- 6) **Document Control.** Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by Valley Water.
- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements

- 1) Valley Water anticipates awarding an agreement or agreement(s) to one or two separate firms to provide either 1) both redesign/hosting services; or 2) redesign services only; or 3) hosting services only
- 2) It is assumed, the awarded firm for redesign services will be required to work with any hosting firm, selected by Valley Water.
- 3) It is assumed, the awarded firm for hosting services will be required to work with any redesign firm, selected by Valley Water.

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6. Scope of Services Tasks

| Summary of Tasks | | | |
|------------------|--|-------------------|------------------|
| Task | Title | Redesign Services | Hosting Services |
| 1 | Project Management | X | |
| 2 | Data Collection and Investigation | X | |
| 3 | Data Collection Completion and Design Kickoff | X | |
| 4 | Initial Environment build, Information Architecture and Wireframes Created | X | X |
| 5 | Website Development and Site Configuration | X | X |
| 6 | Content Training | X | |
| 7 | Testing and Implementation Finalization, Site Launch | X | X |
| 8 | Hosting Solution | | X |
| 9 | Post Website Launch Support | X | |
| 10 | Supplemental Services | X | |

Task 1 – Project Management (*Redesign Services Only*)

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Schedule A-GEN, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule A-GEN, Attachment Two, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements.

1.1 **Project Planning Work Plan.** Consultant will prepare a Project Planning Work Plan in accordance with this Scope of Services.

1.1.1 The Project Planning Work Plan shall include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures.

1.1.2 The Project Planning Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting the Consultant's procedures to ensure the Consultant's services and deliverables meet Valley Water requirements and accepted practices and standards of the Consultant's profession. Valley Water reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.

1.2 **Progress Meeting and Workshops.** Valley Water and Consultant key staff and subconsultants as determined necessary and appropriate by Consultant, subject to VWPM approval, will coordinate and attend periodic progress meetings and workshops with Valley Water staff, regulatory and resource agencies, and review boards, as needed, to review, discuss and progress of the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by

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Valley Water. Consultant shall facilitate meetings with a number of key District Stakeholders and Executives to ensure appropriate input is incorporated into the design.

- 1.3 One-on-One Meetings with Valley Water.** The Consultant Project Manager must provide a brief update of the teams work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention, in a weekly/twice a week meeting/conference call with the VWPM; frequency of these meetings and calls will be as directed by Valley Water.
- 1.4 Coordination and Communication with External Agencies.** Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project Planning/Pre-Design activities as requested by Valley Water.
- 1.5 Project-Specific Sub-Tasks**
- 1.5.1 Additional Review Meetings.** Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the Planning tasks.

Task 1 - Deliverables

1. Project Planning Work Plan including QA/QC Plan (Draft, Final Draft and Final)
2. Meeting Agendas, Minutes, and Presentations
3. Weekly or Twice-a-week Meetings/Conference Calls attendance and notes; frequency of meetings and calls will be at Valley Water's discretion

Task 2 – Data Collection and Investigation (*Redesign Services Only*)

The purpose of this task is to review existing information and perform studies and analysis to establish existing conditions and define and confirm the problems and deficiencies. The scope of this task includes but is not limited to:

- 2.1 Project Planning Work Plan.** Consultant will prepare a preliminary Project Planning Work Plan in accordance with this Scope of Services.
- 2.1.1** The preliminary Project Work Plan shall include Project Objectives, a Project Schedule showing major tasks and deliverables for both Valley Water and Consultant;
- 2.1.2** The preliminary Project Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting the Consultant's procedures to ensure the Consultant's services and deliverables meet Valley Water requirements and accepted practices and standards of the Consultant's profession. Valley Water reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.

- 2.2 In-Depth-Interviews.** Consultant will work with Valley Water staff to identify key Valley Water stakeholders (for example, Valley Water employees, Valley Water Consultants/Vendors and website users), develop interview scripts for each relevant group, and schedule and conduct the in- depth-interviews with the stakeholders.

Task 2 - Deliverables

1. In-depth Interview scripts and scheduling of interviews
2. Preliminary Project Work Plan including QA/QC Plan

Task 3 – Data Collection Completion and Design Kickoff (*Redesign Services Only*)

- 3.1 Kickoff Workshop with Valley Water Stakeholders.** The purpose of this task is to consolidate all preliminary information collected as part of Task 1 above, and to conduct a kickoff workshop bringing together all the data, Valley Water stakeholders, and the Consultant. The kickoff workshop is for Consultant to better understand Valley Water's design standards and goals, assess Valley Water technical requirements, develop key functional priorities for the new website, and begin to create the working relationship needed between Valley Water's stakeholders and the Consultant's team.
- 3.2 Design (Creative) Brief.** Consultant will produce a Design Brief which describes Valley Water goals, users and recommendation for visual design for the new website.
- 3.3 Finalized Project Work Plan.** Consultant will develop a Finalized Project Work Plan that will include Project objectives, a Project Schedule showing major tasks and deliverables for both Valley Water and Consultant.

Task 3 - Deliverables

1. Kickoff workshops
2. Design Brief (also known as a Creative Brief): describes Valley Water goals, users and recommendations for visual design for the new website
3. Finalized Project Work Plan

Task 4 – Initial Environment build, Information Architecture and Wireframes Created (*Both Redesign Services and Hosting Services*)

- 4.1 Wireframes.** The purpose of this task is to create the Drupal CMS software environment within which the new Valley Water website will be built and managed, and use the Design Brief to inform and develop a new Information Architecture, the structure of information presented on the new website, available primarily via the website's menu system) and new Wireframes (visual blueprints of the new website's information architecture).
- 4.2 Information Architecture.** The Information Architecture and Wireframes will lead to the new website's Visual Designs (the overall look and feel of the new website). The Consultant will provide a minimum of three (3) Visual Design directions for the proposed website that adhere to the branding style and standards provided by Valley Water. Consultant will hold design review workshops with Valley Water to evaluate these three (3) designs of the proposed website themes that adhere to the branding style and standards. Consultant will iteratively make changes to the three (3) proposed visual

designs as follows: up to one (1) iteration for each of proposed Visual Designs upon which one (1) of the total (3) three proposed Visual Designs is selected as the primary design. Once the primary design has been selected, the Consultant will create up to three (3) sub-page designs (each of which will receive up to two (2) iterations based on feedback), plus one (1) additional sub-page design (with up to one (1) iteration) to be used by Valley Water to create seamless user experience across all applicable third-party websites. After these iterations, should Valley Water want more Visual Designs or iterations, the extra effort will be specified via a change order at additional cost.

- 4.3 Website Visual Designs and Website Navigation Framework.** The Consultant will work with Valley Water project team to determine a new website navigation framework to facilitate easy navigation to key Valley Water services made part of the Information Architecture.

Task 4 - Deliverables

1. Wireframes
2. Information Architecture
3. Website Visual Designs and Design Workshops
4. Website Navigation Framework
5. Drupal CMS development environment setup

Task 5 – Website Development and Site Configuration (*Both Redesign Services and Hosting Services*)

- 5.1** The purpose of this task is to develop (configure) the new website to a point at which Valley Water's web content can be imported and/or entered. The Visual Designs (created in Task 3) will be tested through a Usability Testing process, in which individual users selected by the Consultant will interact with a prototype (mockup) of the Visual Designs. Feedback from the Usability Testing will be incorporated into the Visual Designs. The Visual Design will then be configured onto the new website, and preliminary testing of the new website will occur, wherein major functions for both the public and for Valley Water website administrators will be reviewed.

Task 5 - Deliverables

1. Usability Test Results (of Visual Designs)
2. New Visual Design implemented in Prototype
3. Preliminary test results of New Website
4. Results of Section 508/WCAG Compliance Reviews
5. Web site configuration documentation

Task 6 – Content Training (*Redesign Services Only*)

- 6.1** Consultant will work with Valley Water to create a content manifest, in which existing Valley Water website content and content required by the new website will be cataloged.
- 6.2** Consultant will train Valley Water staff on administering the new website including aiding Valley Water with automated data extraction of assets and objects from existing system. Three phases of trainings are included.

- 6.3** The first phase of training for Valley Water web content publishers and content editors is intended to cover content-related aspects of the new website, including, but not limited to, content entry in Drupal, content upload, and content asset management. Trainings will occur during the Project. The first training will occur via webinar only, and the second training will occur on-site at Valley Water offices. This is a non-technical training. Consultant will provide trainers involved in the creation of Valley Water's new website to teach Valley Water web and communications staff for each of the two aforementioned training efforts stated in this sub-task.
- 6.4** The second phase of training, for Valley Water's technical system administrators, is intended to cover technical aspects of the new website, including, but not limited to, software code deployment workflow, technical administration of the Drupal CMS including updates, and other areas at the discretion of Valley Water. This is a technical training intended for Valley Water IT staff. This training will occur via a webinar. Consultant will provide trainers involved in the technical/software creation of the website to Valley Water IT staff may attend. This training will be conducted via a webinar which will be recorded. Trainings will occur during the Project.
- 6.5** The third phase training, "developer office hours," are for Valley Water IT staff. Its purpose is for relevant Valley Water IT personnel to either observe and/or ask questions of the Consultant's web developers during the software development of the new website. Consultant with Valley Water's approval, designate open blocks of time each week (normally no more than 2-4 hours per week) during regular Valley Water business hours. Valley Water will approve this schedule. The purpose of these blocks of time is for Valley Water IT staff to freely engage with Consultant web developers, ask any technical questions, and be provided ad-hoc training to help fill any technical knowledge gaps so that Valley Water IT may administer the new website. These trainings will occur via webinar. Up to ten (10) trainings, at a maximum rate of one (1) per week will occur throughout the Project and up to ten (10) Valley Water IT staff may attend.
- 6.6** All phases of training will be recorded by Consultant via webinar software and includes both screen and audio capture. Consultant will deliver to Valley Water these recordings in electronic format for Valley Water's use and dissemination, at Valley Water's discretion.
- 6.7** Consultant will provide a non-production testing website for Valley Water staff to train and test.

Task 6 - Deliverables

1. Website Content Training
2. Website Technical Training
3. Website Developer Training
4. Recorded webinars of Website Content, Website Technical, and Website Developer Training sessions.
5. Content Manifest
6. Non-Production/Testing/Training website where content is nearly as same as Production (main) site

Task 7 – Testing and Implementation Finalization, Site Launch (*Both Redesign Services and Hosting Services*)

The purpose of this task is to finalize the website prior to the public launch through testing and further development.

- 7.1 Testing Plan.** Consultant staff will provide the testing plan and work with Valley Water to complete the testing.
- 7.2 Migration of Content to the New Valley Water Website.** Consultant staff will work with Valley Water to ensure relevant Valley Water website content is migrated to the new website and continue the process of testing and resolving any issues on the website.
- 7.3 Additional Functionality Testing.** Additional testing on functionality, completeness, navigation, cross platform performance, mobile device, and browser capabilities will be conducted by Consultant staff during content migration phase.
- 7.4 Launch of New Valley Water Website on Drupal CMS.** Consultant will launch the website in coordination with Valley Water IT staff. Consultant will prepare the go live cutover plan and rollback plan prior to the launch.
- 7.5 Maintenance Workshop.** Consultant will conduct one (1) Maintenance workshop with Consultant's maintenance team and up to five (5) Valley Water staff. This training will be conducted via a webinar which will be recorded. The recording shall be provided to Valley Water.
- 7.6 Penetration and vulnerability testing prior to launch including any needed remediation activities following a review with Valley Water.**

Task 7 - Deliverables

- 1. Testing plan, go live cutover plan, and rollback plan
- 2. Migration of Content to the new Valley Water website
- 3. Additional Testing Results
- 4. Results of penetration testing and remediations
- 5. Launch of new Valley Water website on Drupal CMS
- 6. One Maintenance workshop via webinar with up to five (5) Valley Water staff
- 7. Maintenance Workshop Recorded Webinar

Task 8 – Hosting Solution (*Hosting Services Only*)

- 8.1** The web hosting workflow knowledge transfer, designed for Valley Water's technical system administrators and web developers, shall cover technical aspects of the new website, including but not limited to, the web hosting workflow, access to server environments, multifactor authentication (as applicable), document upload/download, code base, etc. Consultant will provide trainers who will be Valley Water IT staff shall attend. Consultant shall conduct training via a webinar which will be recorded. Training will occur during the Project. An agenda and documentation of the training will be provided by Consultant.

Task 8 - Deliverables

1. Configured Consultant's web hosting service for the new Valley Water website
2. Valley Water access to Consultant web hosting service or systems hosted in Valley Water infrastructure
3. One web hosting workflow knowledge transfer webinar and recording
4. Web hosting workflow knowledge transfer training agenda and documentation

Task 9 – Post Website Launch Support (*Redesign Services Only*)

- 9.1** The purpose of this task is for the Consultant to provide 3 months of technical support post website launch to Valley Water for any requested modifications and/or help with the new website. Consultant shall provide three (3) months support for the website, including access to e-mail or telephone support during Valley Water normal business hours and live emergency support services via telephone at all times at the "ACCELERATE LEVEL".

Task 9 - Deliverables

1. Three (3) months post site launch to Consultant's dedicated support team via phone or email.

Task 10 – Supplemental Services (*Redesign Services Only*)

Valley Water may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Services, Consultant must receive an approved Task Order issued by Valley Water and executed by both Parties. Refer to the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and Appendix Three, Task Order Template.

- 10.1 Additional Services** - The Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 9 as Task 10 Supplemental Services, to include but not be limited to:

- 10.1.1 Additional meetings;
- 10.1.2 Additional time allotted for meetings;
- 10.1.3 Additional status/progress reports;
- 10.1.4 Additional phone conference calls;
- 10.1.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and
- 10.1.6 Additional public outreach visual materials.