



Valley Water

Clean Water • Healthy Environment • Flood Protection

REQUEST FOR PROPOSAL
FOR
ON-CALL EXTERNAL INVESTIGATIVE
SERVICES

RFP No. VW0740

Issue Date:
October 2, 2026

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ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740

TABLE OF CONTENTS

SECTION 1	INTRODUCTION.....	1
1.1	INTRODUCTION TO VALLEY WATER.....	1
1.2	ABOUT THIS RFP.....	1
1.3	DESCRIPTION OF WORK.....	2
1.4	MINIMUM QUALIFICATIONS.....	2
1.5	COMMUNICATION PROTOCOL.....	2
1.6	OBTAINING THE RFP.....	3
1.7	PROCUREMENT SCHEDULE.....	3
1.8	PRE-PROPOSAL CONFERENCE AND SITE VISIT.....	3
1.9	QUESTIONS AND ADDENDA TO RFP DOCUMENTS.....	4
1.10	PROPOSAL DUE DATE.....	4
1.11	DEFINITIONS.....	4
1.12	CONFLICT OF INTEREST.....	5
1.13	RESTRICTIONS TO THE USE OF SUBCONSULTANTS/NOT USED.....	5
SECTION 2	GENERAL PROVISIONS.....	7
2.1	TERMS AND CONDITIONS.....	7
2.2	INSURANCE REQUIREMENTS.....	7
2.3	CONSULTANT'S EMPLOYEES.....	7
2.4	BUSINESS DAYS.....	7
2.5	OBSERVED HOLIDAYS.....	7
2.6	CHANGE IN CONSULTANT REPRESENTATIVES.....	7
2.7	RIGHT TO PUBLISH.....	7
2.8	GOVERNING LAW.....	7
2.9	AUDIT AND INSPECTION OF RECORDS.....	7
2.10	CONFIDENTIALITY.....	7
2.11	RIGHTS OF VALLEY WATER.....	7
2.12	APPROPRIATIONS AND AUTHORIZATIONS.....	8
2.13	EQUAL OPPORTUNITY EMPLOYER.....	8
2.14	PREVAILING WAGE/NOT USED.....	9
SECTION 3	INSTRUCTIONS TO PROPOSERS.....	10
3.1	PROPOSAL FORMAT.....	10
3.2	PROPOSAL CONTENT PART 1 – MAIN CONTENT.....	10
3.2.1	Table of Contents, Cover Letter and Executive Summary.....	10
3.2.2	Company Background Information.....	11
3.2.3	Firm Qualifications, Expertise and Experience.....	11
3.2.4	Project Team Qualifications and Experience.....	12
3.2.5	Technical Approach and Work Plan.....	13
3.3	RFP REQUIRED SUBMITTAL DOCUMENTS.....	13
3.3.1	Exceptions List.....	14
3.3.2	Key Staff, Consultant, and Subconsultants List.....	14
3.3.3	Small Business Enterprise Outreach Program.....	14
3.3.4	Local Business Enterprise Consideration.....	14
3.3.5	Non-Collusion Declaration.....	14
3.3.6	Statement of Economic Interests (Form 700).....	14
3.3.7	Conflict of Interest Disclosure.....	14
3.3.8	Preliminary Project Schedule [On-Call - NOT USED].....	14

**ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740**

3.3.9	Client References.....	14
3.3.10	Cost Proposal	14
3.3.11	W-9 Certification	14
3.3.12	Government Code Section 84308	15
3.3.13	Certification of Compliance with Sanctions on Russia	15
3.4	PROPOSAL CONTENT PART 2 – COST PROPOSAL	15
3.5	PROPOSAL SUBMITTAL	16
3.5.1	Electronic Response	16
3.5.2	Technical Response	17
3.5.3	Right to Amend or Withdraw Proposal	17
3.6	INTERVIEW AND ORAL PRESENTATIONS	17
3.7	PROPOSER NOTIFICATIONS	17
SECTION 4	EVALUATION AND SELECTION.....	18
4.1	EVALUATION PROCESS.....	18
4.1.1	Step 1: Responsiveness	18
4.1.2	Step 2: Evaluation	18
4.1.3	Step 3: Interviews and Oral Presentations	18
4.1.4	Step 4: Total Scoring and Ranking.....	18
4.2	EVALUATION CRITERIA.....	18
4.3	BASIS FOR DISQUALIFICATION	19
4.4	NEGOTIATIONS	19
4.5	POST AWARD SUBMITTALS.....	20
4.6	AWARD OF THE AGREEMENT	20
4.7	DEBRIEFING	20
4.8	PROTEST PROCESS	20
4.8.1	Protest Submittal Instructions.....	20
4.8.2	Protest Review and Determination	21
4.8.3	Protest Appeal Letter	21
SECTION 5	PRELIMINARY SCOPE OF SERVICES	23

The **Sample Valley Water Agreement** and **Valley Water Insurance Requirements** are provided as separate documents assigned to this RFP and are available in PlanetBids. 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 with 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. It manages an integrated water resources system that supplies clean, safe water, flood protection, and stream stewardship on behalf of Santa Clara County's 2 million residents. Valley Water 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.

Valley Water **Office of REDI** (Resiliency, Engagement, Development Initiatives) is an agency-wide initiative dedicated to breaking down institutional barriers, creating a culture of belonging, and ensuring our services meet the needs of every community member we serve. The Office of REDI plays a central role in guiding Valley Water's work.

Although not mandatory, Valley Water encourages all qualified firms to incorporate fairness and belonging principles into their policies, programs, and practices in alignment with state and federal anti-discrimination and other applicable laws.

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") to provide impartial, thorough, and objective investigative services on an on-call, as-needed basis. Services may involve matters related to ethics, equal opportunity, workplace conduct, and alleged violations of applicable laws, policies, rules, and procedures for the project identified below ("Project")

ON-CALL EXTERNAL INVESTIGATIVE SERVICES

RFP No. VW0740

Valley Water anticipates awarding agreements to one or more firms for a three-year term with the option of two one-year term extensions, if it is in the best interest of Valley Water, for an estimated not-to-exceed (NTE) total amount of \$500,000. There is no guarantee of any amount of work that will be awarded to the selected firms.

The \$500,000 also represents a Not-To-Exceed Aggregate Fee amount that shall apply to each on-call agreement awarded for on-call investigative services. The NTE Aggregate Fee shall also be a total NTE amount to be shared, distributed to, and drawn from all on-call agreements for on-call investigative services. The maximum aggregate compensation that Valley Water has authorized to be expended will not exceed the amount indicated above. The Proposer will provide the services outlined in Section 5. Preliminary Scope of Services.

The Category Codes assigned to this RFP are:

95231 - Discrimination Investigation

ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740

1.3 DESCRIPTION OF WORK

The selected experienced and qualified Consultant(s) will be tasked with providing impartial, thorough, and objective investigative services related to ethics, equal opportunity, workplace conduct, and alleged violations of applicable laws, policies, rules, and procedures. Services may include fact-finding, policy-compliance assessments, investigative reports, mediation when appropriate, and support for hearings, depositions, or trial, as authorized by Valley Water. The Proposer will provide the services per **Section 5. Preliminary Scope of Services**.

1.4 MINIMUM QUALIFICATIONS

The following qualifications are the minimum required qualifications that a Proposer must meet for a proposal to be considered responsive:

- The Proposer shall have at least five years of experience conducting neutral workplace and employment-related investigations, specific to labor and Equal Employment Opportunity (EEO), involving allegations of discrimination, harassment, retaliation, abusive conduct, misconduct, policy violations, and other employment-related concerns.
- The Proposer shall demonstrate experience conducting workplace or organizational investigations for public or private-sector organizations, including organizations with represented employees.
- The Proposer shall demonstrate experience applying relevant federal and California employment laws, including the Fair Employment and Housing Act, Title VII, and applicable anti-retaliation requirements.
- The Proposer shall be able to conduct prompt, impartial, trauma-informed, and well-documented investigations, including witness interviews, credibility assessments, review of electronic and documentary evidence, and preparation of comprehensive written reports.
- The Proposer shall be able to assess allegations under Valley Water policies and applicable legal standards.
- The Proposer shall be able to provide services on an as-needed basis, including responding to urgent matters and maintaining reasonable investigation timelines.
- The Proposer shall be able to maintain confidentiality to the extent permitted by law and comply with applicable records-retention, public-records, and conflict-of-interest requirements.

1.5 COMMUNICATION PROTOCOL

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

Designated Contact:

**ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740**

Name: Chidozie Ezennaya
Email: cezennaya@valleywater.org
Phone: (408) 630-2383

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

SCVWD Procurement Portal: <https://vendors.planetbids.com/portal/48397/portal-home>
Phone: (818) 992-1771
Business Hours: 5:00 a.m. – 5:00 p.m. / M – F (PST)

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 explicitly permitted herein is grounds for disqualification.

1.6 OBTAINING THE RFP

The SCVWD Procurement Portal is hosted by PlanetBids. It can be accessed using the following link: <https://vendors.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 PROCUREMENT SCHEDULE

The 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

ACTIVITY	DESCRIPTION/LOCATION	DATE OR PERIOD
Submittals for RFP Questions and Clarification	Refer to RFP Section 1.9	No later than 3 p.m. PT on October 12, 2026
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 3 p.m. PT on October 16, 2026
Proposal Due Date	Electronic version – Refer to RFP Section 3.5.1	No later than 2 p.m. PT on October 26 2026
Interview and Oral Presentations (tentative)	Video Conference	Week of November 16, 2026 – November 20, 2026

1.8 PRE-PROPOSAL CONFERENCE AND SITE VISIT

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

ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740

1.9 QUESTIONS AND ADDENDA TO RFP DOCUMENTS

Proposers must rely only 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 or requests for clarification concerning the RFP documents must be submitted directly to the SCVWD Procurement Portal. Questions and clarifications must be as specific as possible and refer 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. Proposers must acknowledge receipt of all the addenda to avoid the proposal being considered non-responsive to the RFP requirements. The 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 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**, contact the SCVWD Procurement Portal, and reference this RFP.

Valley Water will not pay Proposer for costs incurred in preparing 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 the necessary information will render the proposal non-responsive and may be rejected. Proposer's submission of a proposal implies acceptance of the evaluation process and Proposer's recognition that Valley Water will make some subjective judgments.

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.

**ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740**

- 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 meets the minimum qualifications specified in **Section 1.4 Minimum Qualifications**.

1.12 CONFLICT OF INTEREST

Proposer represents that no actual or potential conflict of interest exists 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. They should refrain from participating in this RFP.

Consultants and subconsultants proposing to provide services under this RFP remain responsible for avoiding conflicts of interest. To prevent conflicts of interest, they must review their existing Valley Water engagements with their prospective teaming partners before submitting their proposal. Consultants and subconsultants performing work resulting from this RFP must continually monitor to avoid conflicts of interest.

In addition to consultants' and subconsultants' obligations to avoid conflicts of interest, Valley Water monitors for potential conflicts. Valley Water reviews all possible 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 whether a potential conflict of interest exists at its reasonable discretion. Nothing in this RFP is intended to serve as a waiver of actual or apparent conflicts.

1.13 RESTRICTIONS TO THE USE OF SUBCONSULTANTS

The Proposer shall be wholly responsible for the entire performance of the work described in this RFP. The inclusion of subconsultants engagement for services is highly encouraged by Valley Water. The use of subconsultants is only authorized to perform work under the resulting agreement with prior authorization from Valley Water.

If 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

ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740

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 work.

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SECTION 2 GENERAL PROVISIONS

2.1 TERMS AND CONDITIONS

The successful Proposer(s) shall comply with the Standard Terms and Conditions provided as set forth in the **Sample Valley Water Standard Consultant Agreement**. Do not include the sample agreement in your proposal.

2.2 INSURANCE REQUIREMENTS

The successful Proposer shall comply with the insurance requirements outlined in the **Valley Water Insurance Requirements**. Proposers do not need to submit a Certificate of Insurance (COI) and Additional Insured Endorsements in their proposal; however, the successful Proposer must submit the required insurance certificates and endorsements within ten days of receiving the Notice of Intent to Award.

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, Title VII of the Civil Rights 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 Administrative Office business days are Monday through Friday.

2.5 OBSERVED HOLIDAYS/CLOSURES

Valley Water observes the following holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Indigenous Peoples' Day
Lunar New Year	Veterans Day
Farmworkers Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth Day	December 24-31 (Winter Closure)

2.6 CHANGE IN CONSULTANT REPRESENTATIVES

Valley Water reserves the right to require a change in a consultant representative if it believes the assigned representative is not meeting its 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 cause for terminating the Agreement.

2.7 RIGHT TO PUBLISH

Throughout this procurement process and the term of the agreement, all potential Proposers, Proposers, and Consultants must secure written approval from Valley Water before releasing information that pertains to the potential work or activities covered by this procurement or the

**ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740**

subsequent agreement other than the information necessary to communicate with subconsultants during the proposal development. Proposer's failure to adhere to this requirement may result in the disqualification of the Proposer, the proposal, or termination of the Agreement.

2.8 GOVERNING LAW

The laws of the State of California govern the RFP and the agreement with the successful Proposer(s). Therefore, the venue for any 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 years from the date of Valley Water's final payment to the Consultant or an extended 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 agreement's term 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 the Valley Water offices or at a time and location mutually agreeable to both Valley Water and the 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 is substantially interested 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 that time, all submissions will be subject to public disclosure to the extent that such information constitutes a public record under the California Public Records Act.

2.11 RIGHTS OF VALLEY WATER

Valley Water may exercise the following rights and conditions at its sole discretion. By responding to this RFP, Proposers acknowledge and consent to these 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 or reject all or part of a proposal.

**ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740**

- Use judgment whether to respond to questions after the RFP question submittal deadline.
- Interview proposal references to clarify information provided.
- Request additional information from the 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

Valley Water may terminate an agreement if appropriations or authorizations do not exist. Therefore, the Proposer will accept Valley Water's final determination regarding appropriations and authorizations.

2.13 EQUAL OPPORTUNITY EMPLOYER

- a. Valley Water is an equal opportunity employer and requires its consultants to adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, 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, childbirth or breastfeeding), 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), pregnancy, 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.
- b. Compliance with Applicable Equal Opportunity Laws
Consultant's policy must be in conformance with applicable state and federal guidelines, including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.
- c. Investigation of Claims
The Consultant must designate a specific position within the organization to investigate allegations of non-compliance with this Agreement's anti-discrimination and anti-harassment provisions. The Consultant must conduct a

**ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740**

fair, prompt, and thorough investigation of all allegations directed to the Consultant by Valley Water. When an investigation results in a finding of discrimination, harassment, or a hostile work environment, the Consultant must take prompt, effective action against the offender.

2.14 PREVAILING WAGE (NOT USED)

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SECTION 3 INSTRUCTIONS TO PROPOSERS

3.1 PROPOSAL FORMAT

Proposals shall be concise and 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. A page is counted as one side of a back-to-back document page. Number every page beginning with the after the cover page, including the text charts and graphic pages. A cover page is optional, does not carry a page number, and does not count towards the page count as part of a maximum page limit, None of the information on the cover page will be considered as proposal content for rating purposes and the cover page is intended to provide for the title, solicitation number, date, and proposing firm name and company logo.

The proposal format requirements include:

- Single line spacing
- Font shall be Calibri, Arial, or a similar style font and be at least 11 points size Narrow or condensed fonts are not permitted
- Font restrictions do not apply to attachments, headings, charts, tables, and graphics but must be legible.
- Narrative pages are to be 8½x11 (inches). 11x17 pages, if used, shall be used only where needed to convey, clarify, and support description for narrative content, such as pictures, diagrams or charts, that cannot otherwise be accommodated on an 8½x11 page. 11x17 sheets will count as two pages for one side of print. All pages shall be sequentially numbered, with the exception of a cover page which shall not have a page number and shall not contain proposals contents as it will not be rated.

3.2 PROPOSAL CONTENT PART 1 – MAIN CONTENT

Proposals must include the information detailed in this section to be considered responsive. They must also be provided in the same order as shown below and separated into the subheadings 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 six pages), include the following:

- Table of Contents:** Provide a table of contents on the first page of the proposal and itemize the Proposer's submission.
- 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.
- 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.

ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740

3.2.2 Company Background Information

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

- a. Legal name, addresses, and 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 the Proposer has defaulted in its performance on an agreement during the past five years, which has led the other party to terminate the agreement, and, if so, identify the involved parties and the circumstances of the default or termination.
- e. Respond 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 years?

3.2.3 Firm Qualifications, Expertise and Experience

In this section (maximum ten 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**. More specifically, describe the firm's experience conducting workplace conduct, equal opportunity, ethics, discrimination, harassment, retaliation, conflicts of interest, misuse of public funds, and other alleged violations of organizational policies or applicable federal and state laws.

Identify any relevant experience providing investigative services to public agencies, municipalities, special districts, counties, cities, state agencies, or other governmental entities, as applicable.

- 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**. Describe the proposed staffing structure, qualifications and relevant experience of personnel who will perform the work, investigator availability, and the firm's approach to managing and conducting investigations for complex organizations..

If the firm offers mediation or other alternative dispute resolution services, describe its qualifications and experience providing such services in a public-sector or governmental setting.

- c. If utilizing any subconsultants and subcontractors, describe their qualifications working on similar, relevant, or related projects that were completed, as outlined in **Section 5. Preliminary Scope of Services**.
- d. If applicable, provide a list of all services your firm has performed for Valley Water in the past three years, including a description of the services, date of engagement(s), and members of the proposed team that performed the services. Indicate if your firm served as the prime or as a subconsultant.
- e. Client References
 - i. Submit three Client References that provide former clients and representative projects undertaken in the last five years that demonstrate experience relevant

ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740

to this RFP. Valley Water projects and staff shall not be included as client references.

- ii. Proposers must 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.
- iii. 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.
- iv. 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 as Valley Water determines are representative projects demonstrating experience relevant to this RFP.
- Check any other reference(s) that might be indicated through the explicitly specified contacts or 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.

The Proposer is responsible for ensuring the client reference contact person is available and willing to provide a reference within the timeframe stated in this section. The client reference score/points shall not affect any other evaluation criteria.

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. Demonstrate how the proposed project team meets the minimum requirements stated in RFP Section 1.4 Minimum Qualifications.
- b. 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 for the project.
- c. 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).
- d. Provide a project team organizational chart indicating each team member's primary role and responsibility and identify key personnel such as the project manager and technical leads.

ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740

- e. Provide resumes for each identified individual, including Proposer and subcontractor personnel. Resumes should include descriptions of essential qualifications and experience which make the individual suited to the proposed assignment. Include resumes as a separate attachment.

If awarded an agreement, the Proposer shall make every effort 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 ten pages), provide the following:

- a. Technical Approach: Describe your approach to completing **Section 5. Preliminary Scope of Services**. Identify deliverables and critical decision points. Provide comments regarding the proposed **Section 5. Preliminary Scope of Services**. This may be used to expand upon your team's specific experience and expertise and outline any changes you believe would help achieve the project's goals and objectives.
- b. Work Plan: The work plan shall reflect your understanding of the services applicable to the RFP and your experience and creativity in anticipating and addressing the challenges encountered in providing the services outlined in **Section 5. Preliminary Scope of Services**. Cost/pricing information should be excluded from the Preliminary Project Schedule document.

The work plan shall include a process for delivering the range of services outlined in **Section 5. Preliminary Scope of Services**. The proposal shall reflect the roles and responsibilities of team members in the major tasks outlined in **Section 5. Preliminary Scope of Services** and strategies to accommodate the staffing needs for each task order. As appropriate, include tools and techniques to address challenges and deliver services outlined in **Section 5. Preliminary Scope of Services**.

Proposers shall strive to address all major tasks outlined in **Section 5. Preliminary Scope of Services** and, as appropriate, suggest supplemental tasks/sub-tasks for incorporation into the final **Section 5. Preliminary Scope of Services**.

3.3 RFP REQUIRED SUBMITTAL DOCUMENTS

Proposers shall complete and upload all the RFP Required Submittal documents listed below as individual files. For ease of use, the required submittal documents are in their native file (MS Word) 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
Local Business Enterprise Consideration
Non-Collusion Declaration
Conflict of Interest Disclosure
Client References
Cost Proposal
W-9 Certification

**ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740**

3.3.1 Exceptions List

Submittal of a proposal shall be deemed acceptance of all the terms outlined 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's 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, consultants, and subconsultants on the **Key Staff - Consultant and Subconsultants List**.

3.3.3 Small Business Enterprise Outreach Program (NOT USED)

3.3.4 Local Business Enterprise Consideration

Valley Water aims to increase the use of local businesses in awarding procurement agreements. During proposal evaluation, Valley Water will grant a five percent preference to Proposers who submit the **Local Business Enterprise Consideration** with their proposal as a local business according to Valley Water Ordinance 13-02, 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 would preclude a consultant's or subconsultant's participation in the solicitation and whether it may be waived or overcome through mitigating actions. Valley Water will notify Proposers before the interview.

3.3.8 Preliminary Project Schedule [NOT USED]

3.3.9 Client References

Proposers must complete the **Client References** as set forth in **Section 3.2.3 Firm Qualifications, Expertise and Experience**.

3.3.10 Cost Proposal

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

3.3.11 W-9 Certification

Proposers must complete **W-9 Certification** for taxpayer identification number and certification. The W-9 Certification requires the certification and must be completed by the successful firm, as required by law. Under current Internal Revenue Service regulations, Valley Water is required to 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.

ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740

3.3.12 Government Code Section 84308

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

3.3.13 Certification of Compliance with Sanctions on Russia

On March 4, 2022, the Governor of California issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

As a Valley Water consultant, contractor, vendor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

Failure to comply may result in the termination of active agreements, contracts, or grants, as applicable.

Consultants must comply with all economic sanctions imposed by the federal government in response to Russia's action in Ukraine per Valley Water's July 25, 2022 letter regarding Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine.

Consultants must review and comply with all the requirements and instructions in **Valley Water's July 25, 2022 letter regarding Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine** (Notice) and the **Certification of Compliance with Sanctions on Russia** (Certification). The reporting requirements apply to projects over \$5 million. 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").

3.4 PROPOSAL CONTENT PART 2 – COST PROPOSAL

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

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

Include a detailed breakdown of the following:

- Level of Effort
- Direct Labor Rates or Fixed Fee for Consultant and subconsultants
 - Indirect Labor Cost Rates (Overhead) for Consultant and subconsultants

**ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740**

- Professional Fee (Profit)
- Other Direct Costs (ODC) and their basis

Note that Audited Financial Reports for the last two years, may be requested by Valley Water as part of the final selection process or the contracting phase.

The proposal will be evaluated per **Section 4. Evaluation and Selection**. Costs will be evaluated on how much Valley Water or other comparable public agencies have paid for similar services and the industry's standard and customary costs.

3.5 PROPOSAL SUBMITTAL

The proposal due date is stated in Section 1.7 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 they are 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 you still need to do so, 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 and Price must be submitted electronically and received as identified below by the due date and time stated in Section 1.7 Procurement Schedule Table 1 to be considered responsive. Late and 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://vendors.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 or MS Word file and submitted electronically to the Cost File section of the **SCVWD Procurement Portal**:
<https://vendors.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.

**ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740**

- 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 of whether a proposal submitted in response to this RFP was received by the due date and time.

3.5.2 Technical Response

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

3.5.3 Right to Amend or Withdraw Proposal

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

3.6 INTERVIEW AND ORAL PRESENTATIONS

Valley Water may request oral presentations and conduct interviews with the highest-scoring Proposers before making a final decision. Valley Water may waive the interview and oral presentations at its discretion.

Proposers invited to an interview and oral presentation are expected to demonstrate a clear understanding of the objectives, scope of services, Valley Water's environment, and their approach to achieving the Scope of Services on time and within budget. Additional information will be provided if an interview with an oral presentation is scheduled.

3.7 PROPOSER NOTIFICATIONS

Proposers may receive notifications via emails or letters from Valley Water during the evaluation process.

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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, including 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 Valley Water's attention 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. Proposals deemed incomplete in any material respect may be considered non-responsive and rejected. 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 by the Evaluation Criteria outlined in **Section 4.2 Evaluation Criteria**. Valley Water may initiate discussions with Proposers who submit responsive or potentially responsive proposals to clarify aspects of the proposal. Proposals may be evaluated without further 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

After the technical evaluation, shortlisted firms may be invited for an interview and asked to give an oral presentation. Valley Water will provide instructions in the Invitation to Interview and Oral Presentation letter, including the time, date, location, and format.

Valley Water may conduct in-person or virtual interviews or choose not to conduct an interview and proceed with an award.

In compliance with the Americans with Disabilities Act, Proposers requiring accommodation for this meeting shall notify the Contract Analyst at least two business days before their scheduled interview.

Proposers will be responsible for all expenses and connectivity for the interview and oral presentation.

4.1.4 Step 4: Total Scoring and Ranking

Based on the evaluation criteria, the EC will determine the final ranking of Proposers, from highest to lowest total points.

4.2 EVALUATION CRITERIA

The EC will evaluate proposals using the criteria set forth below. The total maximum evaluation score for proposal, interview, and oral presentation is 100 points. The EC will evaluate proposals using the evaluation criteria set forth below. Proposal scoring is subject to the proposal meeting or exceeding the performance requirements provided in this RFP.

ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740

Valley Water may conduct interviews and oral presentations with the highest-scoring Proposers. However, Valley Water reserves the right to waive the interview process and evaluate the Proposers based on the evaluation criteria alone. If interviews are held, the EC will apply the evaluation criteria below for the final score.

Evaluation Criteria	Basis of Evaluation	Score/Points
Adheres to RFP Requirements	Sections 3.1, 3.2, 3.2.2, 3.3, 3.4	Pass/Fail
Firm Qualifications, Expertise, and Experience	Section 3.2.3	40
Project Team Qualifications and Expertise	Section 3.2.4	40
Technical Approach/ Work Plan	Section 3.2.5	10
Local Business Enterprise Consideration	Section 3.3.4	5
Cost Proposal	Section 3.4	5
	Total	100

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. 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 explicitly permitted herein.
- c. Proposers submittals are:
 - non-responsive the RFP Submittal Instructions.
 - have an actual or apparent conflict of interest (refer to **Section 1.12 Conflict of Interest**)
 - fail to furnish information in the format requested.
 - fail to comply with California State Department of Industrial Relations Contractor and Subcontractor Registration Requirements, California Labor Code section 1771.1.
 - fail to provide the required valid licenses listed in RFP Section 1.4.

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 begin negotiations with the top-ranked Proposer(s). If Valley Water and the top-ranked Proposer(s) disagree, then Valley Water may negotiate with the next highest-ranking Proposer. This process will continue until Valley Water has 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 simultaneously with more than one Proposer.

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.

**ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740**

Upon successful negotiations, Valley Water will issue a written Notice of Intent (NOI) letter to all Proposers and confirm the "Successful Proposer" Valley Water recommends for the 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
- Government Code Section 84308 (Attachment A to the Board Agenda Memorandum (BAM))
- Compliance with Sanctions on Russia Certification
- Other documents requested by Valley Water

4.6 AWARD OF THE AGREEMENT

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.

4.7 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, 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 days following the NOA. Each Proposer will be allotted thirty minutes for a debrief conference. The debriefing will include the Proposer's proposal, interview, and oral presentation evaluation.

4.8 PROTEST PROCESS

Responsive and responsible Proposers may submit a written protest that must be emailed to Valley Water 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.

4.8.1 Protest Submittal Instructions

The protest letter is to be emailed to:

Valley Water

Attn: Clay Stilwell, Unit Manager

Re: RFP Protest VW0740 ON-CALL EXTERNAL INVESTIGATIVE SERVICES

Email Contact: cstilwell@valleywater.org

cc: cezennaya@valleywater.org

Email subject line: Protest VW0740 ON-CALL EXTERNAL INVESTIGATIVE SERVICES

ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740

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.

4.8.2 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 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.

4.8.3 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 emailed to:

Valley Water

Attn: Tony Ndah, Deputy Administrative Officer of General Services
Re: RFP Protest Appeal Letter VW0740 ON-CALL EXTERNAL INVESTIGATIVE SERVICES

Email: tndah@valleywater.org

cc: cstilwell@valleywater.org

Email subject line: Protest Appeal Letter VW0740 ON-CALL EXTERNAL INVESTIGATIVE SERVICES

The Deputy Administrative Officer will issue the Final Determination within ten business days of receiving the protest appeal letter. Valley Water may withhold a pending award after the ten

**ON-CALL EXTERNAL INVESTIGATIVE SERVICES
RFP No. VW0740**

business days appeal waiting period until the protest is resolved or proceed with awarding a contract.

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SCHEDULE OC
SCOPE OF SERVICES

SECTION 5 PRELIMINARY SCOPE OF SERVICES

1. Introduction

- A. Valley Water is seeking proposals from responsive, responsible, and qualified firms (“Proposers” or “Proposer”) to provide Investigative Services. The selected experienced and qualified Consultants shall conduct thorough and neutral investigations; make findings of fact; assess whether the evidence substantiates a violation of applicable Valley Water policies, rules, procedures, guidelines, or other governing requirements; prepare written investigative reports; respond to Valley Water’s reasonable inquiries regarding investigative work and reports; and provide preparation and witness services for hearings, depositions, litigation, administrative proceedings, or other forums, when requested by Valley Water or required by law, and facilitate mediations (if services are offered and applicable).

2. Scope of Services

- A. This Scope of Services describes the professional services to be performed by Consultant for Valley Water’s **Investigative Services** (Project).

Consultant shall provide investigation services to Valley Water under this agreement only as to Valley Water’s request to investigate certain allegations and related matters, including all issues arising out of or relating to that investigation.

The Consultant shall

- Conduct impartial, thorough, and objective investigations of complaints alleging violations of Valley Water policies and applicable federal and state laws related to ethics, equal opportunity, and workplace conduct. Such services may include, but are not limited to, investigations involving discrimination, harassment, retaliation, unethical conduct, conflicts of interest, misuse of public funds, and other workplace, employment, ethics, or policy-related matters. Where appropriate and applicable to the circumstances of a matter, mediation or other alternative dispute resolution services may also be requested as an optional service, provided that the Consultant offers such services and they are within the Consultant’s qualifications and areas of expertise.
- Conduct thorough, neutral workplace investigations; make findings of fact; assess compliance with applicable Valley Water policies, rules, and guidelines; prepare investigative reports; respond to Valley Water’s inquiries regarding the investigation and report; and, when requested by Valley Water or required by law, facilitate mediations (if services are offered and applicable), provide preparation and witness support for hearings, depositions, or trial. Use investigators with the experience, qualifications, subject-matter expertise, and availability appropriate to the complexity and sensitivity of the assigned matter.

**SCHEDULE OC
SCOPE OF SERVICES**

- Promptly disclose any actual, potential, or perceived conflict of interest involving the Consultant, assigned investigator, witnesses, involved parties, or the subject matter.
- Maintain appropriate communications with Valley Water’s designated Contract Administrator, Project Manager, Human Resources representative, Legal Counsel, or other authorized representative.
- Protect confidential information and limit disclosure of investigation-related information to individuals authorized by Valley Water or otherwise required by law.
- Follow applicable laws, professional standards, Valley Water policies and procedures, and direction from Valley Water’s authorized representatives.
- Keep Valley Water informed of material developments, risks, delays, new allegations, potential conflicts, evidence preservation concerns, or circumstances that may affect the scope, timeline, or integrity of the investigation.
- Not make employment, disciplinary, legal, or policy decisions on behalf of Valley Water unless expressly authorized in writing. The Consultant’s role is to investigate, make factual findings, and, when directed, assess whether conduct is consistent with identified policies or requirements.
- Not expand the scope of an assignment beyond the authorized work without Valley Water’s prior written approval, except where immediate action is reasonably necessary to preserve evidence or address an urgent safety, legal, or integrity concern. The Consultant shall notify Valley Water as soon as practicable in such circumstances.

Valley Water may limit or expand this scope of work if there is a clear and mutual understanding as to any substantial expansion. A letter confirming additional work shall bring such work within the scope of this agreement.

3. Project Objectives

- A. The Santa Clara Valley Water District (Valley Water) implements a number of capital and operational projects and programs to meet its mission and goals in water supply, flood protection and watershed stewardship. The on-call services provided pursuant to this Agreement will augment the services of Valley Water staff and provide additional external investigative services as needed.

B. List of Objectives

The Consultant shall support the following outcomes:

SCHEDULE OC
SCOPE OF SERVICES

- i. Conduct timely, impartial, thorough, and well-documented investigations that provide relevant parties an appropriate opportunity to share information and respond to allegations.
 - ii. Develop objective findings of fact based on relevant and reasonably available evidence, applying the assigned standard of proof and applicable Valley Water policies, rules, procedures, and guidelines.
 - iii. Prepare clear, accurate, organized, and complete investigative reports and files that support Valley Water's personnel, administrative, legal, and operational decision-making.
 - iv. Protect confidential, privileged, personnel, and legally protected information, and provide qualified investigators who can explain and defend their investigative methods, findings, and conclusions when requested.
- C. All Services required pursuant to this Agreement will be provided only on an as-needed/as-requested basis by the issuance of an authorized Task Order by the Valley Water to the Consultant. A project scope will be developed for each task order, including deliverables for a total not-to-exceed the amount of \$500,000. No work will be performed without a task order. The Consultant will perform services on a Task Order Basis as authorized by the Valley Water Project Manager (VWPM), as set forth in the Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders.

4. Background

- A. Valley Water, formerly known as the Santa Clara Valley Water District, is a public agency that provides water supply, flood protection, and stream stewardship services for Santa Clara County. Valley Water's mission is to provide Silicon Valley with safe, clean water for a healthy life, environment, and economy. Valley Water manages an integrated water resources system serving approximately 2 million residents, including 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. Additional information is available at www.valleywater.org.
- B. Valley Water's Office of Ethics and Equal Opportunity Programs (EEOP) provides oversight and administration of EEO and Ethics based allegations received from internal and external sources. EEOP evaluates allegations and determines the appropriate level of response, including whether an investigation is warranted and whether the matter should be investigated internally or referred to an independent external investigative services provider.
- C. Valley Water's Labor Relations team supports a fair, respectful, and collaborative workplace by providing guidance on employee conduct, complaint resolution, labor-law compliance, and employee relations matters. Labor Relations works proactively with Valley Water's three labor unions to promote transparent communication, mutual respect, and constructive problem-solving. The team also supports labor contract

**SCHEDULE OC
SCOPE OF SERVICES**

negotiations, interprets Memoranda of Understanding, and partners with Valley Water leadership, EEOP, and legal counsel to promote consistent and equitable employment practices. As appropriate, Labor Relations evaluates allegations within its area of responsibility and determines whether an investigation is warranted and whether the matter should be handled internally or by an external provider.

5. Intent

- A. Valley Water intends to retain multiple qualified consultants to provide on-call external investigative services for an initial three-year term. Task orders will be issued competitively among the selected consultants, provided no conflict of interest exists. Selection under this agreement does not guarantee any minimum amount of work.
- B. This Schedule OC, Scope of Services, describes the on-call external investigative services to be provided by the Consultant for Valley Water's Project. The specific services, deliverables, staffing, staff hours, payment terms, and not-to-exceed amount for each Task Order will be determined based on Valley Water's needs and negotiated before the Task Order is issued. All Task Orders will remain subject to the Agreement's overall not-to-exceed amount. Selection under this Agreement does not guarantee the Consultant any minimum amount of work or compensation.
- C. Task Orders will not be issued to Consultant when Consultant cannot perform the Services due to a conflict of interest or if all funds in this Agreement have been expended.
- D. Conflict of Interest. In addition to Valley Water's General Terms and Conditions, the following will apply with regard to conflict of interest:
 - 1) Consultant may be awarded multiple Task Orders pursuant to this agreement, for the same Valley Water Project.
 - 2) Consultant is precluded from performing services for any other entity, or in any other capacity for Valley Water, on the same Valley Water project, for which a Task Order has been issued.
 - 3) Task Orders will be voided when the Consultant cannot perform the Services due to a conflict of interest.
 - 4) Consultant must bring the conflict of interest to Valley Water's attention as soon as the Consultant is aware of the potential conflict.
 - 5) If Consultant is already performing services on a Valley Water project, unrelated to this Agreement, in any capacity, a Task Order related to that project will not be issued pursuant to this Agreement.

6. Assumptions and Requirements

A. General Assumptions and Requirements

SCHEDULE OC
SCOPE OF SERVICES

- 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, AutoCAD 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 the 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 the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting minutes and will be included in the next revision of the documents.
- 4) **Acceptance Criteria.** Each deliverable must be complete, accurate, internally quality-controlled, and compliant with this Scope of Services, applicable laws, regulations, standards, and Valley Water requirements. A deliverable is accepted when Valley Water provides written acceptance or otherwise directs Consultant in writing to proceed. Consultant shall revise and resubmit deliverables as necessary to address Valley Water comments, at no additional cost unless the change is outside this Scope of Services.
- 5) **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, the Consultant will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.
- 6) **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.
- 7) **Document Control.** Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal

**SCHEDULE OC
SCOPE OF SERVICES**

document control system for this Project is maintained by Valley Water.

- 8) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by Consultant. If 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 [NOT USED]

7. Scope of Services Tasks

The On-Call Scope of Services will generally include, but not be limited to the Tasks described below. Tasks and deliverables will be determined on a task order basis.

Task 1 - Project Management

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 Attachment One to Schedule 1, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule 1, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements.

The Consultant shall:

1. Designate a primary point of contact and an alternate contact for each assignment.
2. Participate in an intake or kickoff meeting with Valley Water, as requested, to confirm there is no conflict of interest, assignment scope, allegations, parties, relevant policies, anticipated witnesses, available evidence, schedule, communication protocol, confidentiality requirements, and known risks.
3. Develop and maintain an assignment-specific work plan and schedule.
4. Establish a secure method for receiving, storing, transmitting, and maintaining investigation records.
5. Provide periodic status updates in the frequency and format requested by Valley Water.
6. Promptly notify Valley Water of significant developments, including:
 - i. Newly identified allegations or respondents;
 - ii. Potential conflicts of interest;
 - iii. Delays or schedule risks;

**SCHEDULE OC
SCOPE OF SERVICES**

- iv. Evidence preservation issues;
 - v. Credibility concerns or uncooperative witnesses;
 - vi. Allegations of retaliation, safety concerns, or urgent matters;
 - vii. The need for additional resources, subject-matter expertise, or scope modification.
- 7. Coordinate with Valley Water's authorized representatives regarding scheduling, access to records, witness availability, and other administrative matters.
 - 8. Maintain complete records of time, activities, expenses, communications, and deliverables, consistent with the agreement and task assignment.
 - 9. Participate in closeout discussions with Valley Water, when requested.

Task 1 – Deliverables

- 1. Meetings to provide updates to Valley Water staff, as agreed upon.
- 2. Investigation Intake Summary. A written summary of the assigned allegations, parties, key issues, applicable policies or standards, known evidence, anticipated witnesses, schedule, and requested scope.
- 3. Status Reports: Written or verbal status reports at the frequency requested by Valley Water, and at minimum every week for investigations extending beyond 30 calendar days, unless otherwise directed by Valley Water.
- 4. Issue Escalation Notices: Prompt written notice of significant new developments, scope changes, schedule risks, or urgent concerns.
- 5. Final Project Closeout Summary: A summary of services performed, final deliverables submitted, outstanding issues, if any, and confirmation that the investigation file has been transferred or made available to Valley Water, as required.

Task 1 - Acceptance Criteria

Task 1 deliverables will be accepted when they:

- i. Are submitted within the timeframe established by Valley Water or the approved work plan;
- ii. Accurately reflect the scope and status of the assignment;
- iii. Identify material risks, dependencies, and issues requiring Valley Water's attention or decision;
- iv. Demonstrate that appropriate conflict screening and confidentiality measures have been implemented;
- v. Are complete, clear, professionally prepared, and responsive to Valley Water's assignment;
- vi. Are revised by the Consultant, without additional cost, to address reasonable Valley Water comments or omissions.

**SCHEDULE OC
SCOPE OF SERVICES**

Task 2 – Investigation Plan, Data Collection, and Investigation

Upon receipt of complaint and relevant documentation, Consultant shall conduct a thorough investigation by gathering any background information on the complainant and any identified person(s), identify and list any persons that need to be interviewed, identify additional information to be obtained, identify any possible applicable Valley Water policies, MOUs and laws that may be in violation (if requested by Valley Water and in accordance with any applicable regulations or guidance issued by any federal or state agency responsible for investigating EEO complaints), and conduct interviews on any identified persons.

The Consultant shall provide the following services:

- 2.1** Investigation Planning: The consultant shall Respond to Valley Water’s Initial Request for Services within 48 hours from initial contact. Valley Water’s Project Manager will review and approve Consultant’s response within two (2) business days. The Consultant shall develop an investigation approach tailored to the allegations, complexity, urgency, relevant policies, individuals involved, and evidence available. The approach shall include appropriate steps for evidence preservation, document review, witness interviews, credibility assessment, analysis, and reporting.
- 2.2** Data collection: Consultant shall discuss with the appropriate Valley Water staff to discuss the allegations to be investigated. Consultant shall identify, request, collect, review, and organize relevant and reasonably available evidence. Consultant shall coordinate with Valley Water regarding legal holds, preservation requests, access to records, and collection of electronically stored information and shall document the source, date received, relevance, and disposition of material evidence reviewed.
- 2.3** Interviews: Consultant shall interview witnesses, complainants and other persons, gather documents, and supporting documentation, and otherwise conduct all research necessary and gather all evidence sufficient to complete each assigned investigation and support any conclusions regarding violations of Valley Water policies and/or state or federal law.
- 2.4** Analysis and Findings: Consultant shall evaluate all evidence gathered in each investigation to formulate defensible investigative conclusions regarding the alleged violations. The Consultant shall determine the disposition of each allegation, assess any applicable policy or legal violations, and clearly distinguish factual findings from recommendations, opinions, or legal conclusions.
- 2.5** Provide updates to Valley Water staff on the progress of the investigation, including any anticipated changes to the established timeline, on a weekly basis or as requested by Valley Water.

Task 2 – Deliverables

**SCHEDULE OC
SCOPE OF SERVICES**

- a) Response to Initial Request for Services by (Task Order)
- b) Investigation Plan: A written or verbal plan describing the investigation methodology, anticipated evidence, proposed interview sequence, major milestones, risk considerations, and anticipated completion date (if applicable).
- c) Interview Plan: A list of names of identified interviewees proposed interview order, and the relevance of each interview, subject to adjustment as the investigation develops.
- d) Interview Notes and/or Interview Summaries: Accurate, organized, and contemporaneous documentation of each interview, including date, participants, key information provided, and follow-up items.
- e) Interim Findings or Briefing Memoranda: Prepared only when requested by Valley Water or when an urgent issue requires preliminary communication.
- f) Draft Investigative Report: A complete draft report submitted to Valley Water for review and comment.
- g) Final Investigative Report: A final report incorporating appropriate Valley Water comments and clerical corrections.
- h) Complete Investigation File: A secure and organized file containing the final report, evidence index, interview documentation, relevant correspondence, work papers, and other investigation records, subject to any applicable legal or confidentiality requirements.
- i) Post-Report Consultation: Reasonable consultation to answer questions from Valley Water or its authorized representatives concerning the report, methodology, evidence, findings, or conclusions.
- j) Hearing, Deposition, or Trial Support: Preparation and witness services, when specifically authorized by Valley Water or legally required.

Task 2 - Acceptance Criteria

Task 2 deliverables will be accepted when they:

- a) Address all authorized allegations through a thorough review of relevant evidence and interviews.
- b) Provide accurate, complete, and well-supported findings that consistently apply distinguished facts, analysis, and policy assessments.
- c) Identify material limitations, unavailable evidence, unresolved issues, or conflicting information that may affect the findings.
- d) Are professionally prepared, securely submitted in the required format, revised as needed, and supported by a complete, organized, retrievable investigation file.

Task 3 – Preliminary Investigative Report

Following completion of the investigation activities, the Consultant shall prepare and submit a preliminary investigative report for Valley Water's review. The preliminary report shall present the Consultant's factual findings and policy assessment in a clear, neutral, thorough, and defensible manner.

**SCHEDULE OC
SCOPE OF SERVICES**

The preliminary investigative report shall include, as applicable:

- a) Background, purpose, and authorized scope of the investigation;
- b) Allegations and issues investigated;
- c) Applicable standard of proof;
- d) Applicable Valley Water policies, rules, procedures, guidelines, or other requirements;
- e) Investigation methodology;
- f) Individuals interviewed and dates of interviews;
- g) Documents and other evidence reviewed;
- h) Summary and analysis of relevant evidence;
- i) Assessment of credibility, where necessary;
- j) Findings of fact for each allegation;
- k) Determination as to whether each allegation is substantiated, unsubstantiated, inconclusive, unfounded, or otherwise classified by Valley Water;
- l) Assessment of whether substantiated conduct violated identified Valley Water policies, rules, procedures, or guidelines;
- m) Any limitations, unavailable evidence, unresolved issues, or scope limitations affecting the investigation; and
- n) Supporting appendices, evidence index, interview summaries, or exhibits, as appropriate.

The Consultant shall submit the preliminary report by the date established in the applicable work assignment or approved investigation plan. The Consultant shall participate in a review meeting with Valley Water, if requested, to answer questions and receive comments. Valley Water's review and comments are intended to identify factual inaccuracies, omissions, clarification needs, or consistency issues; Valley Water retains sole authority for personnel, disciplinary, legal, and operational decisions.

Task 3 – Deliverables

- a) Preliminary Investigative Report (MS Word)
- b) Supporting evidence index and appendices, as applicable.
- c) Preliminary report briefing or review meeting, if requested.

**SCHEDULE OC
SCOPE OF SERVICES**

- d) Written responses to Valley Water's reasonable factual or clarification comments.

Task 3 - Acceptance Criteria

Task 3 deliverables will be accepted when they:

- a) Fully and objectively address all authorized allegations, supported by relevant evidence and the required standard of proof.
- b) Clearly present facts, analysis, findings, policy assessments, credibility considerations, and any material limitations or unresolved issues.
- c) Are accurate, complete, professionally prepared, securely submitted on time, and revised as needed to address Valley Water's comments.

Task 4 – Final Investigative Report

After receiving Valley Water's comments on the preliminary investigative report, the Consultant shall prepare and submit a final investigative report. The final report shall incorporate appropriate clerical corrections, clarifications, and other approved revisions while preserving the Consultant's independent professional findings. The final report shall be complete, organized, accurate, and suitable for Valley Water's use in making personnel, administrative, legal, policy, or operational decisions.

The Consultant shall:

- a) Clearly identify any material differences between the preliminary and final reports, if requested by Valley Water.
- b) Maintain records of investigations in accordance with Valley Water's records management guidelines.
- c) Submit a final written report in compliance with Valley Water format with supporting documentation, findings and recommendations when requested, with all evidence, and applicable materials to Valley Water's staff within fourteen (14) business days after approval of draft report. Along with the report, the Investigator shall also provide copies of any recorded interviews, if applicable, and any other applicable evidential support used to validate the written findings, and applicable recommendations.
- d) Within fourteen (14) business days of the delivery of the written report in compliance with Valley Water format, the assigned Investigator may be required to conduct a debriefing session with the Valley Water staff, and the applicable manager or other members of Valley Water's executive leadership team, and a representative from Valley Water Counsel, as agreed upon by Valley Water.

Task 4 – Deliverables

- a) Final Investigative Report (PDF format) incorporating appropriate factual corrections, clarifications, and approved revisions.
- b) Complete supporting documentation, including the evidence index, appendices, exhibits, and secure final investigation file.
- c) Post-report support, including consultation, supplemental revisions, and authorized hearing, deposition, arbitration, litigation, or trial support

**SCHEDULE OC
SCOPE OF SERVICES**

Acceptance Criteria

- a) The report fully addresses the authorized scope and presents accurate, objective, complete, and professionally supported findings.
- b) The report incorporates appropriate Valley Water comments while preserving the Consultant's independent professional findings and identifies material changes from the preliminary report, if requested.
- c) All final deliverables are submitted on time, in the required secure format, and include complete, organized, and retrievable supporting records.

Task 5 - Supplemental Services

Valley Water may require, and the Consultant will perform Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, Consultant must obtain written authorization in the form of a Task Order approved by Valley Water's authorized representative. The form of this Task Order will be as per the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, Subsection 13, Task Orders, Appendix Three, of the Standard Consultant Agreement, Task Order Template

Supplemental services stated herein include but not limited to:

Prepare for and participate in arbitrations, administrative hearings, judicial proceedings, closed sessions, or other official proceedings that result from the investigations. If called upon by Valley Water in the future to participate or otherwise testify or respond to discovery about the investigation, Consultant agrees to make him/herself available to participate or otherwise testify and perform such work at Consultant's agreed upon rates. Maintain and return all records associated with the Services that areas performed under this Agreement in accordance with the terms of this Agreement.

5.1 Specific examples of possible supplemental services include, but not limited to:

5.1.1 Prepare for and participate in arbitrations, administrative hearings, judicial proceedings, closed sessions, or other official proceedings that result from the investigations, and facilitate mediations (if applicable). If called upon by Valley Water in the future to participate or otherwise testify or respond to discovery about the investigation, Consultant agrees to make him/herself available to participate or otherwise testify and perform such work at Consultant's agreed upon rates.

5.1.2 Maintain records of investigations in accordance for a period of no less than seven (7) years following the provision of Services under this Agreement.

5.2 Additional Services. 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 4 as Task 5 Supplemental Services, to include but not be limited to:

**SCHEDULE OC
SCOPE OF SERVICES**

- 5.2.1 Additional meetings;
- 5.2.2 Additional time allotted for meetings;
- 5.2.3 Additional status/progress reports;
- 5.2.4 Additional phone conference calls; and
- 5.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications

Task 6 - Additional Services

6.1 Additional Services. 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 5 as Task 6 Additional Services, to include but not be limited to:

- 6.1.2 Additional meetings;
- 6.1.3 Additional time allotted for meetings;
- 6.1.4 Additional status/progress reports;
- 6.1.5 Additional phone conference calls, site visits;

Task 6 – Deliverables

1. Deliverables will be identified in each Task Order

Task 6 – Assumptions

1. Assumptions will be identified in each Task Order.

8. Attachments

The following Standard On-Call Consultant Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments
Attachment Two - Schedule of Completion
Attachment Three - Consultant's Key Staff and Subconsultants
Attachment Four - Reference Materials

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**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

(REFER TO RFP SUBMITTAL - DO NOT COMPLETE THIS FOR PROPOSAL SUBMITTAL)

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule and in all approved Task Orders, will not exceed a total amount of \$500,000 (Not-to-Exceed Fees or NTE). There is no guarantee of any particular amount of compensation to Consultant under this Agreement. The \$500,000 also represents a Not-To-Exceed Aggregate Fee amount that shall apply to each On-Call Agreement awarded for on-call external investigative services. The NTE Aggregate Fee shall also be a total NTE amount to be shared, distributed to, and drawn from, by all On-Call Agreements for on-call external investigative services. The maximum aggregate compensation that Valley Water has authorized to be expended will not exceed the amount as indicated above. Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by Valley Water may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.** However, in valuable consideration for Consultant's agreement to be on-call to perform services for Valley Water upon request with no minimum guaranteed amount of work, Valley Water will pay Consultant Five Hundred Dollars (\$500) on or before the expiration of this Agreement if Valley Water has not requested to utilize Consultant's services during the agreement term.

2. Cost Breakdown

The NTE compensation of this Agreement consists of the following task fee breakdown. No Services will be performed or fees paid by Valley Water to Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

Cost Breakdown

Task	Description	Yr 1 NTE	Yr 2 NTE	Yr 3 NTE	Option Yr 1 NTE	Option Yr 2 NTE	Not-to-Exceed Fees
1							
2							
3							
4							
5							
Total Not-to-Exceed Fees							

3. Terms and Conditions

A. Payments for Services performed, as described in each Task Order, which applies to the specific Services, will be based on the following terms:

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

(REFER TO RFP SUBMITTAL - DO NOT COMPLETE THIS FOR PROPOSAL SUBMITTAL)

- 1) Valley Water will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel, as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- 2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or [ENTER PERCENTAGE NO. 2, 2.5, 3, OR 3.5 DEPENDING ON SOS]%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

1) Reimbursable Expenses

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager (VWPM) will be billed on a monthly basis at actual cost plus [PERCENTAGE]% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide detailed receipts for each other direct expense item(s) with monthly invoices submitted.
2. Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager (VWPM). All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
3. Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager (VWPM). For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

(REFER TO RFP SUBMITTAL - DO NOT COMPLETE THIS FOR PROPOSAL SUBMITTAL)

- transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager (VWPM) for a different type of vehicle.
4. No markup will apply for Consultant to manage Subconsultants, subcontractors and vendors, including lab services.
 5. For staff with rates exceeding the rate of \$[RATE LIMIT]/hr., the Consultant must obtain written approval from the Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

2) Prevailing Wage Requirements [NOT USED]

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**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

(REFER TO RFP SUBMITTAL - DO NOT COMPLETE THIS FOR PROPOSAL SUBMITTAL)

HOURLY/UNIT RATE SCHEDULE

CLASSIFICATION/STAFF	BASE YR 1 HOURLY/ UNIT RATE	BASE YR 2 HOURLY/ UNIT RATE	BASE YR 3 HOURLY/ UNIT RATE	OPTION YR 1 HOURLY/ UNIT RATE	OPTION YR 1 HOURLY/ UNIT RATE
Consultant: [Consultant Name]					
	\$				
	\$				
	\$				
	\$				
Subconsultant: [Subconsultant Name]					
	\$				
	\$				
	\$				

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**SCHEDULE OC
ATTACHMENT TWO
SCHEDULE OF COMPLETION**

REFER TO RFP SUBMITTAL - DO NOT COMPLETE THIS FOR PROPOSAL SUBMITTAL)

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement shall expire three (3) years after the Effective Date, unless Valley Water, in its sole discretion, exercises either of two (2) options to extend the term for an additional one (1) year each. Valley Water may exercise an option by providing written notice to the Consultant on or before the then-current expiration date. Any extension of the Agreement term other than the options stated above must be authorized by a written amendment signed by both Parties.
3. Each Task Order will state the schedule for Consultant's performance of that Task Order.
4. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance in an executed Task Order, as an administrative modification to the Task Order and will confirm such modification in writing.

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- 41

**SCHEDULE OC
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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Firm	Project Role	Contact Information (Address, Phone and Email)

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**SCHEDULE OC
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

REFER TO RFP SUBMITTAL - DO NOT COMPLETE THIS FOR PROPOSAL SUBMITTAL)

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
FTP Link to Reference Materials No. [-] [Enter FTP link from Egnyte]	

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