



**Request for Proposals #2013-0422
For
Electronic Document Management System
and System Integration Services**

**Mail to: Cascade Water Alliance
520 112th Avenue, Suite 400
Bellevue, WA 98004
Attn: Scott Hardin**

Issue Date:	April 22, 2013
Pre-Proposal Meeting:	May 6, 2013 at 1pm (PST)
Deadline to Submit Questions:	May 8, 2013 at 5pm (PST)
Submittal Due Date:	May 21, 2013 at 2pm (PST)

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Section 1. Project Background

1.1 Cascade Water Alliance Overview

Cascade Water Alliance (Cascade) is a Washington municipal corporation organized under the authority of the Joint Municipal Utilities Services Act, chapter 39.106 of the Revised Code of Washington to provide wholesale water supply to meet the current and future water supply needs of its Members. Its Members include five (5) cities (City of Bellevue, City of Issaquah, City of Kirkland, City of Redmond, City of Tukwila) and two (2) water and sewer districts (Sammamish Plateau Water and Sewer District and Skyway Water and Sewer District). The Members have joined together with the goal of bringing a regional approach to providing a safe, clean, and reliable water supply to over four hundred thousand (400,000) residents and twenty two thousand (22,000) businesses.

Cascade is governed by a Board of Directors represented by each of its Members. All Board Members are elected officials of their respective Member organization. Day-to-day management is provided by Cascade's Chief Executive Officer. Cascade's administrative office is located in Bellevue.

In 2009, Cascade purchased the Lake Tapps Reservoir Project ("Project") from Puget Sound Energy. The Project, constructed in 1911, consists of facilities once utilized in hydro-power generation via water diverted from the White River near the town of Buckley, Washington. The Project is comprised of the Lake Tapps Reservoir, as well as numerous dikes, inlets, fish screens, a diversion dam and approximately 7.5 miles of pipes, flume and canal. The Project outfall located in Sumner, WA includes former powerhouse facilities ("Powerhouse") and an administrative building. Lake Tapps is part of Cascade's long-term plan to provide safe, clean and reliable water to its Members and the region.

Through the purchase of the Project, Cascade acquired a significant number of boxes of documents from Puget Sound Energy that are now part of Cascade's public records.

1.2 Project Summary

Cascade Water Alliance is requesting Proposals from qualified Software / Systems Integration Vendors to develop an Electronic Document Management System ("EDMS") and system integration services (collectively, the "EDMS Project"). By implementing the EDMS Project, Cascade intends to accomplish the following:

- Reduce the physical flow and storage of paper documents and records
- Improve the ability of staff to locate and retrieve documents and records
- Enforce consistent implementation of recordkeeping policies
- Control the unrestrained growth of document and records volume

Cascade currently stores documents in file boxes that are not easily searchable, with space for storage fast approaching capacity. Physical files that need to be converted into the EDMS include the following:

- Sumner Administration Building – Lake Tapps Project, 25 boxes; approximately 75,000 documents
- Power House - approximately 3,000 blueprints/plans
- Cascade Bellevue Office – 100 boxes; approximately 300,000 pages

1.3 Project Goals and Objectives

Cascade is soliciting an EDMS that will achieve the following goals:

- Rapid recovery of essential documents and records in the event of disaster
- Improved overall utilization of resources including funds, space, and staff time
- Control over the growth of documents and records volume
- Consistent application of recordkeeping policies
- Demonstrable compliance with statutory and regulatory recordkeeping requirements
- Rapid ability to locate and retrieve documents and records
- More efficient work flow for the creation, maintenance, preservation and potential destruction of records
- Reduction in the storage of duplicate documents and records
- Reduction in the amount of space required for document and record storage

The proposed system must:

- Be web-based application (Note: Proposal will be disqualified if the proposed solution is not a web-based application – i.e., No client/server architecture)
- Be user friendly (simple to use)
- Provide tools for easy extraction of documents
- Improve information sharing among departments and staff
- Reduce duplication of effort
- Be compatible with Cascade's current Technical Infrastructure
- Be adaptable and expandable to meet future needs
- Include prompt, reliable, consistent customer support and full and accurate documentation

Section 2. Scope of Work

This Scope of Work section defines the work activities and deliverables to be provided by the Vendor as part of the EDMS Project. For convenience, the Scope of Work is organized into the following sub-sections:

2.1 Systems Integration Services

2.2 Deliverables

2.3 EDMS (Hardware and Software)

2.4 System Support Maintenance

2.1 System Integration Services

This subsection of the Scope of Work provides a description of the desired professional services to be provided by the Vendor.

2.1.1 Project Management Plan

Develop and maintain a *Project Management Plan* using Microsoft Project. The Project Management Plan will identify:

- Document/records management goals and objectives
- Key steps and milestones to achieve stated objectives
- Implementation timelines
- Document management systems and processes that should be in place after the implementation of the EDMS Project
- Vendor Project Team members, roles and responsibilities

The Project Management Plan will include prioritized document management activities and recommended action steps for the following critical items:

<ul style="list-style-type: none"> • Document Capture • Document Storage, Organization, and Indexing • Search, Retrieval, and Display • Retention and Disposal 	<ul style="list-style-type: none"> • Access, Security, and Authentication • Audit • Reporting and Printing • Usability • Workflow • Performance 	<ul style="list-style-type: none"> • Integration with Other Systems • Metadata • Backup Solutions • Business Continuity • Email Integration
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The Vendor will be required to prepare and submit written bi-weekly progress reports and formal monthly status reports as part of the Project Management Plan. Monthly status reports shall include description of progress made during the reporting period; outstanding issues and recommendations for resolution; deliverables completed during the reporting periods; summary of risks and impacts identified and identification of the action and person(s) responsible for mitigating the risk and resolving problems.

2.1.2 Design and Configure EDMS

Produce an EDMS indexing schema and a detailed design of the EDMS. The indexing schema should be based upon the *Document Index Structure* set forth in **Appendix A**. The EDMS design should include systems architecture and functionality outline in the *Technical Specifications* (MS Excel format) set forth in **Appendix B**. The EDMS design

should be compatible, to the extent feasible, with Cascade's current *IT Infrastructure*, described in **Appendix C**.

2.1.3 Implement EDMS Solutions

Provide services to develop the EDMS solutions. The Vendor shall install, configure and deploy the EDMS delivering a completely functional system consistent with the Project Goals and Objectives in Section 1.3 and technical specifications set forth in Section 3 below.

2.1.4 System Production Testing

Provide production testing of all EDMS solutions to ensure a fully functional system prior to cut-over / go-live. Production testing will include testing the EDMS at different levels, e.g., all application software and hardware (at the user, department and enterprise levels), system level, security, performance stress testing, etc.

2.1.5 Systems & End User Documentation & Training

Provide systems and department specific (role-based) end user documentation (manuals, user guides in PDF format) and training to ensure the effective and successful use of the EDMS solution.

2.1.6 EDMS Delivery, System Acceptance Testing and Cut-Over

Work with Cascade to provide the necessary technical staff to carry out the EDMS system acceptance testing and cut-over. At a minimum, EDMS delivery and acceptance testing will include, but will not be limited to, developing a testing strategy, developing a testing plan for each department and the preparation of test scripts. System testing will also include module testing, user acceptance testing, integration testing, testing of configuration, interfaces, data conversion, and stress and load testing. Complete enterprise system test will be carried out, and signed-off on by Cascade, prior to cutting over and going live.

2.1.7 Systems Maintenance & Ongoing Technical Support

Provide systems maintenance and ongoing technical support, including telephone, web based and/or onsite technical support, as described in Section 2.4 below.

2.2 Deliverables

This subsection of the Scope of Work provides a description of the deliverables to be provided by the Vendor.

- a. Project Management Plan, with corresponding Work Plan
- b. An operational EDMS described in Section 2.3 below
- c. All proposed software and components including licensing and terms

- d. System documentation including installation procedures and configuration, data schema, network diagrams, and other such documentation as may be required by Cascade's Department of Information Technology.
- e. Testing Plan
- f. Training manuals and user guides (PDFs)
- g. Online or built-in help features

2.3 EDMS (Hardware and Software)

This subsection of the Scope of Work provides a description of the proposed solution to be provided by the Vendor. The proposed EDMS solution shall be consistent with the *Technical Specifications* identified and detailed in **Appendix B**.

Software

The EDMS solution will include the following software as appropriate to meet Cascade's objectives:

- Electronic Document Management and Archiving
- Document Viewing, Editing and Annotating
- Web-Enabled Services
- Workflow / Document Collaboration
- e-Forms
- e-Signatures
- Document Capture and Imaging
- Integrated document archive and retrieval
- E-mail archiving and management
- Storage of video and sound files
- Digital signature capture and security
- Electronic discovery search and retrieval
- Reporting Tools
- Back-Up Solutions

Hardware

The EDMS solution will be server-based with web interface to access the application. The web interface should be accessible via secure gateway. The Vendor must provide all hardware with detailed specification in the *Cost Proposal* set forth in **Appendix D**. Cascade may also be willing to accept a hosted service solution.

2.4 System Maintenance Support Requirements

This subsection of the Scope of Work provides a description of the required system support maintenance to be provided by the Vendor. Following implementation and acceptance of the system, the Vendor shall provide ongoing maintenance and support by annual contract.

- a. Terms of support shall include response within four (4) hours and resolution within one (1) business day. Support may be provided online, by remote access or on site as appropriate.
- b. Remote access by the Vendor must be conducted utilizing the method dictated by Cascade.
- c. Terms of maintenance shall include all upgrades, patches and new releases.
- d. The first annual maintenance and support contract shall not commence until the system has been fully implemented and accepted by Cascade, such acceptance not to be unreasonably withheld.
- e. Annual maintenance and support costs shall conform to those detailed in **Appendix D – Cost Proposal**.

Section 3. Technical Specifications

Vendors must complete the Technical Specifications tables set forth in **Appendix B** and include as an attachment to the Proposal in Microsoft Excel format. The Technical Specifications should be used to indicate whether specified functions are included in the Proposal or can be included by modification. Cascade does not expect proposed EDMS solutions to provide all of the functionality specified in the Technical Specifications. However, Technical Specifications that are critical for performance of Cascade’s EDMS are considered “Core” Priority items and identified with a “C” designation on the Technical Specifications Tables. “Desired” items with “D” Priority designation are optional and not an immediate priority for performance.

C – Core

D – Desired

The column “Function Included” should simply be answered as *YES* or *NO*. If the answer is *NO* then the modification cost should be included.

Vendors must examine the Technical Specifications carefully. In case any doubt shall arise as to the meaning or intent of anything in the specifications, an inquiry should be made to Cascade before submitting the Proposal. The submission of a proposal shall indicate that the Vendor thoroughly understands the terms of the Technical Specifications.

Section 4. General Submittal Information

4.1 Schedule

The following is the schedule for this RFP process (which is subject to change):

Date	Description
Monday, April 22, 2013	Issue Date of RFP
Monday, May 6, 2013 at 1pm (PST)	Pre-Proposal Meeting (Cascade Bellevue Office)
Wednesday, May 8, 2013 at 5pm (PST)	Deadline for Submission of Questions
Friday, May 10, 2013 at 5pm (PST)	Deadline for Cascade’s Response to Questions
Tuesday, May 21, 2013 at 2pm (PST)	Proposal Submission Deadline (Due Date)
Wednesday, June 26, 2013	Recommendation to Cascade’s Board for Award
Thursday, June 27, 2013 (tentative)	Cascade’s and Successful Vendor’s Execution of Contract
Monday, July 8, 2013 (tentative)	Commencement of Services Under the Contract

4.2 Pre-Proposal Meeting

Those interested in responding to this RFP are strongly encouraged to participate in a Pre-Proposal Meeting to be held on the date and time indicated in the Schedule set forth in Section 4.1 of this RFP. Failure to attend the Pre-Proposal Meeting will not relieve the proposing Vendor of any responsibility for information provided at that time.

The Pre-Proposal Meeting will be held at the following location:

Cascade Water Alliance
520 112th Avenue NE, Suite 400
Bellevue, WA 98004

4.3 Procedure for Submitting Proposals

One (1) original, four (4) copies, and one (1) electronic copy (CD or USB) of the Proposal and any additional materials must be submitted to Cascade no later than the date and time stated in the Schedule set forth in Section 4.1 of this RFP to the following address:

Cascade Water Alliance
520 112th Avenue, Suite 400
Bellevue, WA 98004
Attn: Scott Hardin

Faxed or email submittals will not be accepted. Vendors are responsible for ensuring receipt of the Proposal at the designated place and by the deadline stated above.

4.4 Late Submissions

Late Proposals will not be accepted by Cascade after the deadline specified on the Schedule in Section 4.1 of this RFP, and will be rejected and returned to the proposing Vendor. It is each Vendor’s responsibility to ensure that Proposals are delivered at the correct location by the due date and time. Submittals received after the deadline will not be evaluated.

4.5 Procedure for Submitting Inquiries

Questions or requests for clarification pertaining to this RFP should be emailed (not phoned) solely to:

Scott Hardin
Director of Finance and Administration
shardin@cascadewater.org

All questions must be submitted by the deadline indicated in the Schedule set forth in Section 4.1. Cascade may determine that a Proposal is non-responsive if the Vendor has had contact with any other representative of Cascade.

4.6 Addenda and Interpretation

Oral communications and email from Cascade, its staff, agents, employees, outside advisors, or any other person associated with this RFP shall not be binding on Cascade and shall in no way modify any provision of the RFP. Changes to the RFP shall be made only in writing by formal Addenda, to be published at the following website address: <http://www.cascadewater.org>. Vendors are responsible for checking the website prior to submission of the Proposal for any Addenda. Receipt of Addenda shall be acknowledged by Vendors on the Acknowledgement Form included as *Attachment 7.2* and submitted with the Proposal.

4.7 Proposal Format Requirements

- Proposals should be sealed (boxes or envelopes) and should be clearly marked with the name and address of the proposing Vendor and should be marked by the name of this RFP as indicated on the cover to this RFP.
- The bound Proposal should be in an 8 ½" by 11" format, using a minimum 12 point type size. Margins may be no less than one inch, including top and bottom. Line spacing should be equal to "single."
- Cascade strongly encourages the use of recyclable materials in the submission of the Proposal.
- Vendors are encouraged to "double side" the printing of their Proposal.

4.8 Organization of Proposal

In order to be responsive, Vendors must provide a Proposal that consists of the three following sections, organized and prepared in accordance with the specifications below.

- Vendor Overview
- Technical Proposal
- Cost Proposal

4.8.1 Vendor Overview

4.8.1.1 Transmittal Letter

The transmittal letter shall include the name of the proposing Vendor, address, telephone number, fax number, email address and point of contact for the Proposal. The transmittal letter must be signed by the company official authorized to enter into binding contracts.

4.8.1.2 Executive Summary

An Executive Summary of no more than two pages should describe the major facets of the Proposal, including qualifications, recommendations, expectations, overall time frame, and vision of system and functionality upon completion of implementation.

The Executive Summary must also identify the Project Manager identified to serve as the single point of contact for Cascade during implementation of the EDMS Project. Provide the name, address, telephone number, fax number and email address of the identified Project Manager. The Project Manager will be responsible for coordination of all communications by the Vendor, including trainers, schedulers, programmers, installers, and application support.

4.8.1.3 Company Profile

Provide the following information. If proposing to subcontract any portion of the work, the same information must be provided for each subcontractor.

- a. Proposing Vendor name and address, including telephone and fax number.
- b. Year established (including former names and year established, if applicable).
- c. Type of ownership and parent company, if any.
- d. Financial Stability of the proposing Vendor, provide a financial statement or annual report. Mark "Confidential" if you do not want public disclosure.
- e. Indication of whether the proposing Vendor is licensed to do business in the State of Washington.
- f. Areas of expertise.
- g. Management organization chart showing director, officer, project management, quality assurance and other relevant positions with names and reporting structure.

4.8.1.4 Relevant Experience and References

Provide a summary of demonstrated expertise and experiences of the proposing Vendor (and/or subconsultants) in successfully completing projects similar to the EDMS Project described in this RFP in terms of technical scope, tasks involved, and deliverables. Additionally, provide references relative to the proposing Vendor's (and/or subcontractor's) experience with similar EDMS projects described in this RFP. A minimum of three (3) project references with government agencies or similar scope must be provided. The projects must have occurred within the last 60 months.

For each project and/or reference name include the following:

- a. Project name
- b. Name and address of client
- c. Client contact person (name, position, e-mail address, current phone number and fax number)

- d. Period of contract
- e. Description of services provided
- f. Amount of contract
- g. Status and comments

Cascade reserves the right to conduct reference checks as part of evaluating Proposals. Cascade may, at its sole discretion, not select a proposing Vendor.

4.8.1.5 Key Staff Experience and Availability

Identify all key staff who will be assigned to the EDMS Project, including but not limited to the Project Manager, training coordinator and trainers, programmers, installers, and system support. Provide a description or resume for each individual, not to exceed two (2) pages per project team member. The resumes should reference only applicable experience related to the scope of this project. If proposing to subcontract any portion of the work, the same information must be provided for each subcontractor. Additionally, provide a coordination/communication chart for the project team.

4.8.1.6 Vendor Services Agreement

Cascade intends to utilize its standard Vendor Services Agreement for this project. The Agreement is included as **Attachment 7.4** to this RFP. Each proposing Vendor must affirm in its Proposal that the terms and conditions of this Agreement are acceptable, or if the Vendor takes exception to any of the proposed language in the Agreement, the Vendor must specifically describe the reasons for the exceptions and propose in its Proposal alternative language for review and consideration by Cascade.

4.8.2 Technical Proposal

4.8.2.1 Project Assumptions and Expectations

Identify all key assumptions being made as part of the Proposal. List all expectations of Cascade involvement and participation, including an estimation of the time involved.

4.8.2.2 Proposed Solution

Describe in detail the web-based EDMS solution being proposed. The Proposal should address functionality, system requirements, and any other information necessary to explain how the solution will meet the meet the *Technical Specifications* detailed in **Appendix B**, along with the *Evaluation Criteria* outlined in Section 5 of the RFP.

Recommendations or requirements for hardware other than currently available within Cascade's existing technology infrastructure must be identified and justified. Additionally, Cascade will evaluate options for a hosted solution. If the Vendor can

provide hosting service and solution, please provide detailed hosted EDMS solutions architecture along with cost for hosting services.

Brochures, technical specifications (Excel format) and any other explanatory material related to the proposed system may be included as Appendices to the Proposal.

4.8.2.3 Technical Specification Tables – Appendix B

See instructions in Section 3 for completing these tables.

4.8.2.4 Implementation Plan

Describe in detail the implementation of the proposed EDMS. Include discussion of how change management will be addressed, how the project will be phased, timing and necessity of Cascade hardware and staff resources. Define and identify the point at which you would deem implementation “complete” and the EDMS would be turned over to Cascade for fully functional operations.

4.8.2.5 Testing Plan

Describe in detail the testing plan for each component and phase proposed. Testing must include a sample of Cascade documents and plans in paper format, existing digital records and interfaces with existing business systems. Testing must also address system speed, storage, backup and recovery. A detailed test plan should be included in the Proposal.

4.8.2.6 Training Plan

Provide a detailed plan that addresses the training needs of:

- System Administrators
- Subject Matter Experts (highest level users)
- End Users
- Documentation (Manuals, Guides, Online, PDFs, and Videos)

4.8.2.7 Work Plan

Provide a project schedule showing significant tasks with milestones in Microsoft Project. The Work Plan would be used to develop the Project Management Plan identified in the Scope of Work. Include tasks, if any, to be performed by Cascade and a discussion of the timing of deliverables and expected effort from Cascade. A Gantt chart must be included.

4.8.3 Cost Proposal – Appendix D

Vendors are to provide an itemized list of all costs related to the Proposal. Proposers must use the downloadable MS Excel-based format provided in **Appendix D – Cost Proposal**.

All prices shall be exclusive of any federal or Washington State taxes. This includes federal excise tax and any other excise tax applicable to any of the equipment or accessories.

Unless otherwise specified, all Cost Proposals shall be binding for one hundred and twenty (120) calendar days following the Proposal Submission Date, unless extended by mutual consent of all parties. Cascade will correct any errors in computations when the Proposals are canvassed. The selected Vendor shall be paid in accordance with the Cost Proposal submitted (or as otherwise negotiated and agreed to by Cascade).

Section 5. Evaluation Procedure and Criteria

Cascade intends to select the most responsive and responsible proposing Vendor that submits the Proposal that, in Cascade’s opinion, best serves the overall interest of Cascade and complies with all provisions of the RFP, provided that the proposed price is reasonable and it is in the best interest of Cascade to accept it. The selected Vendor will not be based solely on quoted pricing. Cascade reserves the right to contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Proposals and to waive any informality in Proposals received whenever such rejection or waiver is in the best interest of Cascade.

5.1 Proposals Responsiveness

Vendors are advised that failure to comply with the General Instructions and Submittal Requirements, including required Attachments, may result in non-acceptance of a Proposal. Proposers are further advised that lengthy or wordy submissions are not necessary.

5.2 Proposal Evaluation

All Proposals will be evaluated and scored by the Selection Committee based on the following Evaluation Criteria:

Evaluation Criteria	Weighting (Maximum Points)
Vendor Overview – Experience	15
Vendor Overview – Key Staff	15
Technical Proposal – Plan Compliance with Technical Specifications	30
Technical Proposal – Plan Compatibility with Cascade Technical Infrastructure	20
Technical Proposal - Work Plan	10
Cost Proposal	10
Total Points	100

Based on the scoring of Proposals, selected finalists will be invited to make presentations to the Selection Committee.

5.3 End User Presentation and Evaluation

Selected finalists invited to make presentations to the Selection Committee must demonstrate the ability of the EDMS to meet End User Criteria. Finalists should also be prepared to answer any technical questions necessary to allow the Selection Committee to fully understand how the proposed system meets the Evaluation Criteria. Finalists will be ranked based on End User Criteria.

End User Criteria consists of the following, listed in order of importance:

- a. User Friendliness (intuitive, simple to learn)
- b. Security features - i.e., single user lockout, permissions-based access, group level access, Windows pass-through authentication
- c. Ability to create workspaces for sorting documents according to projects
- d. Allows to track the history of document creation and usage (audit trail provided)
- e. Extensive search capability – i.e., multiple types of searches, keyword searches, drill down capabilities
- f. Type and quality of training and user support – i.e., Subject Matter Expert training, onsite training, refresher training, help menus, “cheat sheets”, online manuals
- g. Compatibility with other systems (interfaces/integration)
- h. Ability to scan documents into the system and direct import ability
- i. Automated, flexible expiration mechanism
- j. Remote accessibility
- k. Secure, quickly retrievable backups

Selected finalists may also be contacted for site visits to facilities using systems identified in the Proposal most closely matching the EDMS Project proposed by Cascade.

5.4 Final Selection

Final selection of the Vendor for the EDMS Project will be made based on evaluation of the Proposal, ranking of End User Presentations and Evaluation, and site visits (if any). The selected Vendor will be invited to enter into negotiations with Cascade. If Cascade and the selected Vendor fail to execute the Vendor - Services Agreement hereto attached, and as herein provided, Cascade may enter into negotiations with the next most responsible, responsive proposing Vendor.

Section 6 Terms and Conditions

6.1 Rights Reserved

Cascade reserves the following rights:

- a. To waive as an informality any irregularities in Proposals and/or to reject any or all Proposals.

- b. To extend the date for submittal of responses.
- c. To request additional information and data from any or all Vendors.
- d. To supplement, amend, or otherwise modify the RFP through addenda issued.
- e. To cancel this RFP with or without the substitution of another RFP.
- f. To reissue the RFP.
- g. To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the Proposals.
- h. To reject any Proposal in the event that Cascade's analysis of the proposing Vendor's financial status and capacity indicates, in Cascade's judgment, that the proposing Vendor is not able to successfully perform the work.
- i. To cancel the RFP process in the event only one Proposal is received by the deadline.
- j. To establish a revised deadline for submission of Proposal in the event only one Proposal is received by the deadline.

6.2 Cost of the Proposal

Cascade shall not, under any circumstances, be responsible for any costs or expenses associated with the Proposal submitted including, but not limited to, research, investigation, development, preparation, duplication, production, collation, packaging, delivery, transmittal, or presentation of the Proposal or any other related information, data, documentation, and material. All costs and expenses incurred by the proposing Vendor in connection with the Proposal submitted shall be the sole responsibility of (borne solely by) the proposing Vendor.

6.3 Public Disclosure:

- a. Property of Cascade: Proposals submitted to Cascade shall become the property of Cascade and shall not be returned to the proposing Vendor.
- b. Proposals are Public Records: Pursuant to Chapter 42.56 RCW, Proposals submitted under this RFQ shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, Proposals shall be considered public documents and available for review and copying by the public after an award of contract is made by Cascade.
- c. Public Records Exemption: Any proprietary information included in the Proposal that the proposing Vendor wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as "Confidential" in the Proposal. In addition, the proposing Vendor must provide the legal basis for the exemption to Cascade.
- d. Proposals Not Marked as Confidential: If a Proposal does not clearly identify the confidential portions, Cascade will not notify the proposing Vendor that its Proposal will be made available for inspection and copying.

- e. Process for Disclosing Information: If a request is made for disclosure of material or any portion marked “Confidential” by the proposing Vendor, Cascade will notify the proposing Vendor of the request and allow the proposing Vendor ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the proposing Vendor fails or neglects to take such action within said period, Cascade may release the portions of the Proposals deemed subject to disclosure.
- f. Indemnification by Proposing Vendor: To the extent that Cascade withholds from disclosure all or any portion of proposing Vendor’s documents at proposing Vendor’s request, proposing Vendor shall agree to fully indemnify, defend and hold harmless Cascade from all damages, penalties, attorneys’ fees and costs Cascade incurs related to withholding information from public disclosure.
- g. No Claim Against Cascade: By submitting a Proposal, the proposing Vendor consents to the procedure outlined in this section and shall have no claim against Cascade because of actions taken under this procedure.

6.4 Basic Eligibility

The successful proposing Vendor must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful proposing Vendor must not be debarred, suspended, or otherwise ineligible to contract with Cascade.

6.5 Approval of Sub-Consultants

Cascade retains the right of final approval of any sub-consultant of the selected proposing Vendor who must inform all sub-consultants of this provision.

6.6 Other Contracts

During the original term and all subsequent renewal terms of the Vendor - Services Agreement resulting from this RFP, Cascade expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.

6.7 Funding Availability

By responding to this RFP, the Vendor acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding. In the event that sufficient funds are not available for the project, Cascade reserves the right to negotiate the scope of this contract, delay implementation, or reject all proposals.

6.8 Insurance

Prior to execution of a contract for services under this RFP, the successful proposing Vendor will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in Cascade’s Vendor - Services Agreement and referenced on

Cascade's website as applying to this RFP, unless this RFP includes different insurance requirements.

6.9 Only Authorized Parties to Sign

A person authorized to bind the proposing Vendor to a valid contract with Cascade shall sign each proposal, and any contract. The Director of Finance and Administration may require that any proposing Vendor submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the proposing Vendor's behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, Cascade may declare the contract void if it is in its best interest to do so.

6.10 Acceptance of Proposal Prices

The proposing Vendor warrants by virtue of submitting a proposal that prices, terms and conditions quoted will be proposing Vendor for acceptance for a period of one hundred and twenty (120) days from date of proposal opening.

6.11 Competency of Proposing Vendor

No proposal will be accepted from or contract awarded to any person, proposing Vendor, or corporation that is in arrears, or is in default to Cascade upon any debt or contract, or that has defaulted as surety or otherwise upon any obligation to Cascade. The proposing Vendor, if requested, must present within forty-eight (48) hours evidence satisfactory to the Director of Finance and Administration of performance ability, and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

6.12 Time of Delivery of Services

Time is of the essence, unless otherwise stated in the Vendor - Services Agreement. Exact scheduling of start dates will be established following Vendor selection.

6.13 Method of Ordering

Notice to proceed and purchase order shall be issued to the selected Vendor pursuant to the terms of the Vendor - Services Agreement.

6.14 Contract Pricing

Cascade expects to award a fixed price contract, with line item price listings for software (by module), implementation services, training and all other items pertinent to the Vendor's proposal. Total proposed prices must be provided as specified in **Appendix D – Cost Proposal**. Cost Proposal to be completed using MS Excel-based version of *Appendix D*.

6.15 Contract Representative

In the event a Vendor - Services Agreement is executed as a result of this solicitation, the selected Vendor shall designate, in writing, its Contract Representative who shall be responsible for insuring that the services required by Cascade are delivered in accordance with the terms and conditions of the Vendor - Services Agreement.

6.16 Demonstrations

Cascade may require a thorough demonstration of all proposed software and systems by selected finalists. Cascade may also require finalist Vendors to set up a representative system at Cascade for hands-on evaluation and testing of the proposed software/hardware/services for a period of time. Additionally, Cascade may require selected finalists to submit a listing of customer locations willing to allow Cascade to conduct a site visit to view an existing installation of a comparable system. In the event that site visits are available, Cascade expects that Proposed Vendor will assist in scheduling and access to customer locations.

6.17 Exceptions to the RFP

The format of the RFP shall be followed and all requested information shall be submitted as indicated. Cascade is receptive to any additional suggestions pertaining to services, system capabilities and business practices in addition to those contained in the RFP that the proposing Vendor believes would be useful to Cascade. Any such additions shall be clearly identified, along with any related cost. Any exceptions to the RFP terms and conditions shall be included in writing in the proposing Vendor's submittal.

6.18 Current Manufacture

Equipment furnished under this RFP shall be a standard product of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused such as state of the art at time of delivery.

6.19 Current Version

Packaged application and system software shall be the most current published or the proposing Vendor's current version, as of date of contract. No Beta test versions will be acceptable.

6.20 Prior Use

Cascade reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by Cascade.

6.21 Non-Disclosure

The selected Vendor is prohibited from disclosing any information regarding network security, technical operations and practices, passwords, access procedures and any other information that could be deemed sensitive to the secure and stable functioning of Cascade's Information Technology operations. Further the selected Vendor is prohibited from disclosing any confidential information that may be obtained from Cascade's documents and records during the implementation of this project.

Section 7. Attachments

7.1 Proposal Checklist

Use the attached page to indicate proposal completeness. List and explain any exceptions.

PROPOSAL CHECKLIST

Complete this form. For any item marked as an exception, provide an explanation by Item Number following the checklist.

#	Item	Included	Exception
1	Transmittal Letter		
2	Executive Summary		
3	Company Profile		
4	Financial Statements		
5	Company Organization Chart		
6	Experience and References		
7	Key Staff and Resumes		
8	Project Coordination/Communication Chart		
9	Project Assumptions and Expectations		
10	Proposed Solution		
11	Implementation Plan		
12	Testing Plan		
13	Training Plan		
14	Work Plan		
15	Gantt Chart		
16	7.1 – Proposal Checklist		
17	7.2 – Acknowledgement of Receipt of Addenda		
18	7.3 – Vendor Authorization Form		
19	Appendix B – Technical Specifications (Hard Copy + MS Excel)		
20	Appendix D – Cost Proposal (Hard Copy + MS Excel)		
21	One (1) Original and Four (4) Copies of Proposal		
22	One (1) Digital Copy of Proposal in PDF Format		

7.2 Acknowledgement of Receipt of Addenda

Proposal must include acknowledgment that the proposing Vendor is aware of Cascade’s process for posting Addenda and understands that it is the responsibility of the proposing Vendor to obtain any such Addenda.

ACKNOWLEDGE OF RECEIPT OF ADDENDA NO(S)._____

I understand that obtaining any addenda is solely the responsible of the proposing Vendor, utilizing the mechanisms provided by Cascade. I acknowledge that I have verified existence of and received the addenda identified above as posted by Cascade.

Proposing Vendor: _____

Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

7.3 Vendor Authorization Form

**Cascade Water Alliance
Request for Proposals
for
Electronic Document Management System and System Integration Services**

**REQUEST FOR PROPOSALS
VENDOR AUTHORIZATION FORM**

Name of Submitting Proposing Vendor:	Contact Individual's Name:
Address of Contact Individual:	
Phone Number of Contact Individual:	E-mail Address of Contact Individual:
State of Washington UBI Number:	
Receipt is hereby acknowledged of Addenda No(s): _____	
<p>The Proposing Vendor has reviewed the Vendor - Services Agreement in Attachment 7.4 and responds as follows:</p> <p><input type="checkbox"/> Acceptance of the Terms and Conditions</p> <p><input type="checkbox"/> Exception Taken to the Terms and Conditions as indicated in the Request for Proposals</p>	

OFFICIAL AUTHORIZED TO SIGN FOR PROPOSING VENDOR:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)

Note: This Vendor Authorization Form must be completed and submitted as part of your response to the Request for Proposals solicitation.

7.4 Cascade Vendor – Services Agreement

Cascade Water Alliance

Contract No. : _____

Title: _____

VENDOR - SERVICES AGREEMENT

This Vendor – Services Agreement (this "Agreement") is by and between Cascade Water Alliance, a municipal corporation ("Cascade") and _____ ("Contractor"), referred to collectively as the "Parties".

I. BASIC TERMS

A. The **Effective Date** of this Agreement is: _____

B. Project Name: _____

C. Contractor's Address: _____

Tel. _____

D. Contractor's Representative: _____

Tel. _____

E. Taxpayer Identification Number: _____

F. Cascade's Address: Cascade Water Alliance
Attn: _____
520 112th Avenue NE, Suite 400
Bellevue, WA 98004
Tel. (425) 453-0930

G. Cascade's Representative: _____

Tel. _____

II. TERM

The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in effect until all obligations or requirements of the Parties have been

completed or satisfied unless this Agreement is terminated earlier in accordance with the terms of this Agreement.

III. SERVICES BY CONTRACTOR

A. Contractor agrees to perform and complete the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference ("Services"). Except as expressly provided elsewhere in this Agreement, any and all modifications or revisions to Attachment A (including, but not necessarily limited to, additions, deletions and extensions) must be in writing and signed by both Parties.

B. The standard of care applicable to Contractor's Services will be the greater of (1) its obligations under this Agreement or (2) the degree of quality, skill and diligence normally employed by contractors performing the same or similar Services for the same or similar projects or facilities in the State of Washington. Consultant shall have sole and exclusive control over the means and methods of its Services and shall be solely responsible for planning, scheduling, coordinating, executing and completing the Services in accordance with its chosen means and methods.

C. Contractor shall provide at Contractor's own expense, all personnel needed to perform any Services required under this Agreement. All such personnel shall be qualified and authorized under applicable law to perform their respective functions. Contractor shall ensure that none of Contractor's employees has any direct or indirect interest that would conflict in any manner with the performance of Contractor's Services under this Agreement.

D. Contractor may not replace Contractor's Representative listed in Article I, Section C above without the prior written approval of Cascade.

All materials or supplies shipped to Cascade must be shipped F.O.B. Contractor shall deliver materials, equipment and/or perform services in accordance with the delivery schedule as set forth in Attachment A.

IV. SERVICES BY SUBCONTRACTORS

Contractor may, with prior written authorization from Cascade, contract with one or more qualified subcontractors ("Subcontractor Agreement") to perform a portion of the Services; provided, however, that Contractor shall remain solely responsible to Cascade for all performance under this Agreement and, provided further, that Cascade shall have no responsibility for the review or supervision of the work of any subcontractor or for any payment to any subcontractor. All Subcontractor Agreements shall require the subcontractor to comply with the invoicing, insurance, suspension of work, audit, documentation, confidentiality and return of records obligations imposed on Contractor by this Agreement. No subcontractor shall be deemed to be a third party beneficiary of this Agreement or to have any other rights under this Agreement.

V. COMPENSATION

- A. Contractor shall be paid for the performance of the Services at the rates and fee levels specified in Attachment B, Compensation, which attachment is incorporated herein by reference. Contractor's fees include all labor (inclusive of overtime), materials, profit, fee, taxes, mobilization, travel, overhead, administrative, and permit and regulatory costs, and expenses required for the completion of these Services, but do not include Reimbursable Expenses, as provided in Section B below. Contractor's compensation for the Services shall not exceed the total compensation amount set forth on Attachment B without the prior written approval of Cascade.
- B. "Reimbursable Expenses" under this Agreement shall include only printing, copying, and postage, unless otherwise specified in Attachment A or Attachment B. Contractor's Reimbursable Expenses under this Agreement shall be reimbursed at face value only, with no surcharges or markups added.
- C. Compensation shall be payable in the following manner: On or before the 26th day of each month, Contractor shall submit a detailed monthly pay application for all services provided describing in reasonable and understandable detail the services completed during the previous month, the progress of the services, and the requested payment in an amount proportionate to the services completed. Cascade shall pay the pay application within thirty (30) days after approval of the pay application. Contractor shall provide written notice to Cascade that submission of pay applications reach 80% of the total Compensation authorized under the Contract. The final pay application must be submitted within 45 days of completion of all Work authorized under the Contract.
- D. Invoices shall itemize the time expended on Services on a daily basis for all personnel working on such Services and shall include a brief description of the tasks performed for each time entry, and each Reimbursable Expense. All invoices shall be submitted to Cascade at the address set forth in Article I above or such other address as may be hereafter specified in writing.

VI. DOCUMENTATION

Contractor shall maintain records documenting all fees and all Reimbursable Expenses in excess of \$5.00, incurred either by Contractor or any subcontractor of Contractor in the performance of this Agreement. During regular business hours and upon reasonable notice, Cascade, or its designee, shall have the right to inspect and audit all records required to be maintained under this Agreement upon reasonable notice and subject to Contractor's reasonable security procedures.

VII. GENERAL ADMINISTRATION AND MANAGEMENT

Cascade's Representative listed in Article I above shall be responsible for reviewing and approving Contractor's invoices to Cascade under this Agreement, and shall have primary responsibility for overseeing and approving the Services to be performed by Contractor, and coordinating all communications with Contractor from Cascade.

VIII. INFORMATION PROVIDED BY OTHERS

Cascade shall provide to Contractor in a timely manner information and records needed to perform the Services hereunder that are in Cascade's possession or control.

IX. NONDISCRIMINATION

Contractor shall, in all hiring or employment made possible or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, or other circumstances prohibited by federal, state or local law or ordinance, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

X. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Cascade and its officers, board of directors, members, agents, representatives, and employees from and against all losses and claims, demands, payments, suits, action, recoveries and judgments of every nature and description brought or recovered against Cascade (including any suits or claims made by or for the benefit of Contractor's employees or their survivors), arising out of acts, errors or omissions of the Contractor or its officers, agents, representatives, employees, or subcontractors during performance of this Agreement or resulting from any breach of this Agreement by Contractor and for any expense incurred by Cascade in connection therewith, including reasonable attorney's fees and costs attributable thereto.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The Parties further acknowledge that they have mutually negotiated this waiver. Contractor further agrees to require its consultants, subcontractors, and suppliers and their consultants, subcontractors and

suppliers to similarly indemnify and hold Contractor harmless and waive immunity under Title 51 solely for the purposes of this indemnification.

Cascade agrees to indemnify, defend and save harmless Contractor and its officers, agents, representatives, and employees from and against all losses and claims, demands, payments, suits, action, recoveries and judgments of every nature and description brought or recovered against Contractor, arising out of acts, errors or omissions of Cascade or its officers, agents, representatives, or employees during performance of this Agreement or resulting from any breach of this Agreement by Cascade and for any expense incurred by Contractor in connection therewith, including reasonable attorney's fees and costs attributable thereto.

XI. CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Cascade be liable to Contractor or its officers, agents, representatives, employees and subcontractors for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation, or for any other economic, consequential, indirect, or special damages.

XII. LIABILITY INSURANCE COVERAGE/LIABILITY LIMITATION

Contractor will, at Contractor's sole expense, obtain insurance as specified on Attachment C.

Contractor shall also cause all subconsultants (if allowed by Article IV of this Agreement) to carry such policies and with such limits as shown on Attachment C. Cascade shall be named as an additional insured to the extent indicated on Attachment C on all policies carried by Contractor and each subconsultant; and such additional insured endorsement shall not limit the completed operations coverage.

Contractor agrees to provide Cascade with certificates of insurance evidencing the required coverage before execution of any work or service under this Agreement. In the event Contractor fails to maintain, or require its subcontractors (if allowed by Article IV of this Agreement) to maintain, insurance policies in compliance with this provision, Cascade may in its discretion either purchase such insurance coverage and charge the premium to Contractor or terminate this Agreement for breach.

XIII. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state and local laws and regulations applicable to Contractor's work or service, inclusive of water safety/quality laws and regulations.

XIV. FUTURE SUPPORT

Contractor makes no commitment and assumes no obligations for the support of Contractor activities except as set forth in this Agreement.

XV. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the Term of this Agreement an independent contractor, and this Agreement is not intended to form a partnership or joint venture between the Parties. Individuals employed by Contractor are not employees or agents of Cascade, nor are Contractor's subcontractors employees or agents of Cascade. Contractor agrees that it is solely responsible for the payment of taxes applicable to the Services performed under this Agreement and agrees to comply with all applicable federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Contractor as a result of its status as an independent contractor. Contractor is responsible for providing the office space and clerical support necessary for the performance of the Services under this Agreement. Cascade shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to Contractor, or any employee or subcontractor of Contractor.

If Subcontractors (if allowed by Article IV of this Agreement) are utilized, Contractor will require these terms in all Subcontractor Agreements.

XVI. DELIVERY.

- A. Contractor shall deliver materials, equipment and/or perform services in accordance with the delivery schedule as set forth in Attachment A.

- B. Delivery Failure. Failures of Contractor to deliver within the time specified in this Agreement or failure to make replacements of rejected articles or services when so requested, immediately or as directed by Cascade, shall constitute authority for Cascade to purchase in the open market articles or services of comparable grade to replace the articles or services rejected or not delivered. On all such purchases, Contractor shall reimburse Cascade, within a reasonable time specified by Cascade, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities. Contractor shall not be liable in damages for delay in shipment, failure to deliver or to perform necessary services when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in Cascade's opinion, is beyond the control of Contractor. Under such circumstances, however, Cascade may, at its discretion, cancel the contract.

XVII. SUSPENSION OF AGREEMENT

Cascade reserves the right to suspend this Agreement, at any time, with or without cause, by giving ten (10) days prior written notice to Contractor. The time for completion of the remaining Services shall be extended by the number of days the Services are suspended by Cascade, unless both parties can mutually agree upon a new completion time. In the event the period of suspension exceeds ninety (90) days, the terms of this Agreement shall be subject to renegotiation; provided, however, that if such renegotiation of a mutually acceptable replacement contract has not occurred within one hundred eighty (180) days after suspension (“Renegotiation Period”), then either Party may terminate this Agreement upon ten (10) days prior written notice, provided further, that the failure to renegotiate this Agreement within the Renegotiation Period shall not be construed as a breach of the Agreement by either Party. Contractor shall be entitled to receive just and equitable compensation for any satisfactory Services completed prior to the date of suspension.

XVIII. TERMINATION OF AGREEMENT

- A.** Termination for Default. Either Party shall have the right, but not the obligation, to terminate this Agreement, (i) on ten (10) days written notice, in the event the other Party’s service or performance materially fails to conform to the requirements of this Agreement.
- B.** Termination for Convenience. Cascade may terminate this Agreement for convenience upon providing Contractor with seven (7) days written notice. Any right of convenience termination shall be in addition to, not in replacement of, any and all rights and remedies a Party may have for breach of the Agreement by the other Party. In the event of convenience termination, Contractor shall be entitled to receive only such compensation as is allowed under this Agreement for any satisfactory Services completed prior to the date of termination and shall not be paid any costs, fees, markups or profit on the terminated part of the Agreement.
- C.** In the event of either default or convenience termination, all finished or unfinished reports, or other material prepared by Contractor pursuant to this Agreement, shall be provided to Cascade. In the event the Agreement terminates prior to completion of the Services, Cascade may require, in its sole discretion, Contractor to complete such analyses and records as may be necessary to place its files in order. Termination of the Agreement whether for default or convenience shall not negate or eliminate Contractor’s obligations under Sections III, IV, VI, X, XII, XIII, XIX and XXII of this Agreement all of which shall survive any such termination.
- D.** Return of Records

On termination of this Agreement, Contractor will consult with Cascade Representative about whether pertinent records should be returned. If requested,

Contractor will deliver to Cascade all records, reports, data memoranda, notes, models or publications whether electronic or hard-copy, equipment and supplies of any nature, and receipts for any and all billing made to Cascade that are in possession or under control of Contractor, prepared or acquired in the course of the contract with Cascade. Further, Contractor agrees not to keep or withhold such information or data, or reproductions of such information or data that relate to the business activities of Cascade or to parties in a contract relationship with Cascade. Alternatively, if the return of records and equipment or supplies is not requested, Contractor agrees to retain these items for three (3) years after the completion of all work or services under this Agreement.

If Subcontractors (if allowed by Article IV of this Agreement) are utilized, Contractor will require these terms in all Subcontractor Agreements.

XIX. GOOD FAITH NEGOTIATION/MEDIATION

As a condition precedent to filing suit on any dispute between the Parties arising under or relating to this Agreement, the Parties shall attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through good faith negotiation within thirty (30) days of the commencement of such negotiations, the Parties shall hire an independent, trained and mutually acceptable mediator to mediate the dispute. If the Parties can not agree upon a mediator within ten (10) days, either party may petition a judge of the Superior Court of King County to appoint such a mediator. The cost of the mediator will be shared equally by the Parties. The mediation shall be conducted in Bellevue, Washington or Seattle, Washington as determined by Cascade.

XX. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns, except as otherwise set forth in Section XXIII(G) of this Agreement.

XXI. ADDITIONAL WORK

Cascade may desire to have Contractor perform work or render services in connection with the Project other than those Services provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. Authorized additional work will be compensated for in accordance with a written supplemental or new contract between Contractor and Cascade.

XXII. CONFIDENTIALITY

Except as directed by Cascade, Contractor shall not release or publish any information, reports or documents relating to Services performed under this Agreement without the express written consent of Cascade. Contractor has a special duty to Cascade to maintain confidentiality of documents, information and records that come to Contractor's attention or under Contractor's control. Contractor shall refer to Cascade any and all requests for information from persons other than employees of the Contractor, Cascade or employees of Cascade.

Contractor shall not, for compensation or otherwise, provide information, testimony, assistance, advice or in any way assist any person regarding any matter relating to Cascade in any situation, position, or circumstance adverse to Cascade unless under order of a court of competent jurisdiction or pursuant to lawful subpoena. Contractor shall provide Cascade with notice sufficient in time and content for Cascade to challenge any such order or subpoena.

XXIII. GENERAL

A. Entire Agreement. This Agreement and its Attachments constitute the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

B. Severability. Should any part of this Agreement be found void or unenforceable, the balance of this Agreement shall remain in full force and effect.

C. Modification. This Agreement may only be modified by written instrument signed by both Parties.

D. Written Notice. All communications regarding this Agreement shall be sent to the Parties at the addresses listed in Article I above by registered or first class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Non-Waiver. Any failure by Cascade to enforce strict performance of any provision of the Agreement will not constitute a waiver of Cascade's right to subsequently enforce such provision or any other provision of the Agreement.

F. Governing Law and Venue. This Agreement will be governed by the laws of Washington and its choice of law rules. Any judicial action to resolve disputes arising out of this Agreement shall be brought in King County Superior Court.

G. Assignment. Contractor shall not assign, transfer, convey, pledge or otherwise dispose of this Agreement or any part of this Agreement without the prior written

consent of Cascade. Any assignment of this Agreement by Contractor without the prior written consent of Cascade shall be void.

I. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result from acts of God, acts of civil and military authority, acts of public enemy, war, or any like cause beyond the Parties' reasonable control.

J. Survival. If this Agreement is terminated or suspended, Contractor's and Cascade's rights and obligations under Articles III, IV, VI, X, XI, XII, XVIII, XXI, and XXII of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below:

CASCADE:

CASCADE WATER ALLIANCE, a
Washington municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

CONTRACTOR:

By: _____
Name: _____
Its: _____
Date: _____

ATTACHMENT A

SERVICES

_____ (Contractor) will conduct the following tasks for Cascade Water Alliance (Cascade)

[To be developed in accordance with Proposal]

Template Agreement

ATTACHMENT B

COMPENSATION

Cascade will pay Contractor for such Services:

[To be developed in accordance with Proposal]

Template Agreement

ATTACHMENT C

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Contract insurance as described below.

I. Required Minimum Scope of Insurance

Coverage shall include:

- A. Commercial General Liability: Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) to be maintained for so long as any work or Service is performed by Contractor, plus an additional three (3) years from completion of such work or Service.
- B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of Washington.
- D. Employers' Liability coverage or Stop Gap Liability coverage.
- E. Professional Liability insurance (errors and omissions) on a claims-made basis to be maintained retroactive from inception of any work or service under this Agreement through completion of any such work or Service, plus an extended reporting period of no less than 5 years at Cascade's option if requested.

II. Required Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability: (Including operations, products and completed operations.) **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- C. Workers' Compensation: As may be required by the State of Washington.

- D. Employers' Liability: **\$1,000,000** each accident, **\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.
- E. Professional Liability: At Cascade's option, **\$2,000,000 per claim** for professional services,

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions (1) shall be the sole financial responsibility of Contractor and (2) must be declared to and approved by Cascade. At the option of Cascade, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Cascade, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Cascade guaranteeing payment of losses and related investigations, claim administration and defense expenses.

IV. Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. Cascade, its officers, officials, employees, and volunteers are to be covered as additional insureds (a) with respect to liability arising out of automobiles and boats owned, leased, hired or borrowed by or on behalf of the Contractor and (b) with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects Cascade, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Cascade, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after forty-five (45) days prior written notice has been provided to Cascade.

V. Claims Made

If General Liability, Contractors' Pollution Legal Liability and/or Asbestos Pollution Liability and/or Professional Liability coverages are written on a "claims-made" form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Cascade for review.

VI. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to Cascade. Exception may be made for any State Compensation Insurance Fund when such is not specifically rated.

VII. Verification of Coverage

Contractor shall furnish Cascade with endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on the insurance industry forms as indicated previously unless the insurance company will not use such forms, in which case such forms must be pre-approved by Cascade. All endorsements are to be received and approved by Cascade before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

VIII. Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Cascade for all work performed by the Contractor, its employees, agents and subcontractors.

IX. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, unless Cascade at its option waives such requirements.

Section 8. Appendices

Appendix A – Document Index Structure (“DIS”)

Appendix A, Document Index Structure, is the downloadable, MS Excel-based version of the comprehensive DIS, which serves as the foundation of the EDMS. The DIS details the Document Categories, Sub-Categories and corresponding Key Words. The DIS represents the foundation for the EDMS.

Appendix B – Technical Specifications

Appendix B, Technical Specifications, is the downloadable, MS Excel-based version of the Technical Specifications (Requirements) described in *Section 3* of the RFP. Proposed Vendors are to complete the MS Excel-based version of *Appendix B* using the instructions provided in Section 3 and submit their completed response to *Appendix B* in the following manner:

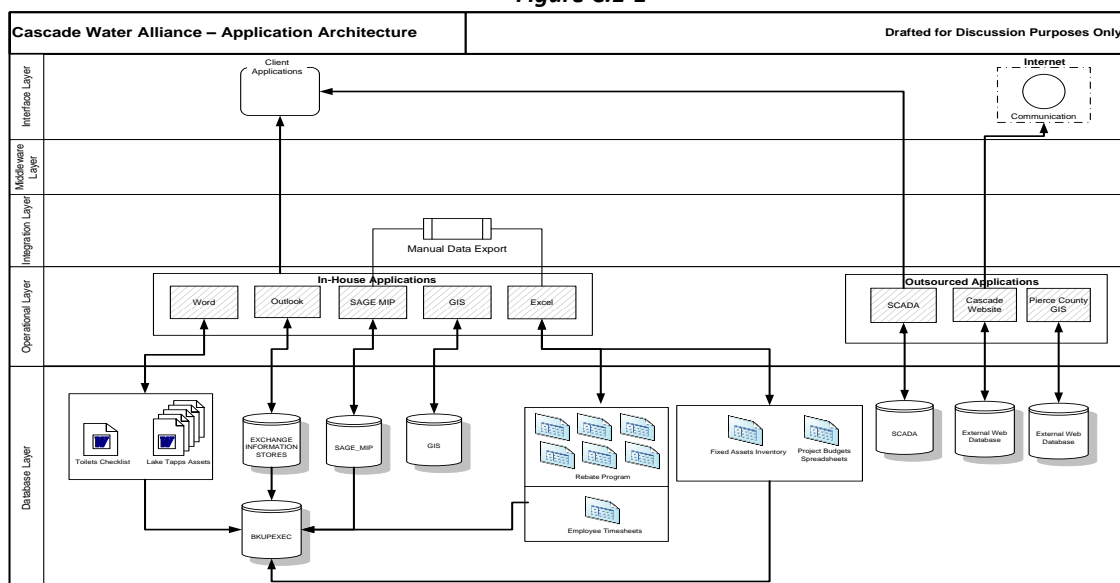
- One (1) hard copy version, as part of the proposal
- One (1) electronic copy, in MS Excel file format, burned onto a data CD-R.

Appendix C – IT Infrastructure

C.1 Snapshot of Application infrastructure

Cascade’s comprehensive application architecture is shown in **Figure C1-1**. This figure is provided for background purposes only and should not be considered a complete or current list. The Application Architecture presents the various critical applications that are currently utilized, the relationships that exist between the applications and each of their associated databases, the critical applications managed in-house and externally, and the way the general public interacts with Cascade.

Figure C.1-1



C.2 Application Interfacing

Cascade currently has no real integration. Cascade manually transports data from Excel spreadsheets to Sage MIP Fund Accounting software by way of Sage MIP export/import features, copy and paste, or manual entry.

C.3 Snapshot of Network Infrastructure

Cascade network infrastructure is fairly small, comprised of routers and switches spread across Cascade’s office in Bellevue, the Powerhouse and administrative building in Sumner, as well as five (5) remote locations located within the Project area. The following images, as shown in **Figure C.3-1**, **Figure C.3-2** and **Figure C.3-3**, are provided for background purposes only and should not be considered a complete or current list.

Figure C.3-1

Device	Description
Patch Panels	(2) Leviton CAT5e Gigabit Ethernet 24-Port Patch Panels
Network Switch	(1) Netgear Gigabit Ethernet Switch 24-Port Switch
DSL Model	(1) Zhone DSL Modem
Uninterruptible Power Supply (UPS)	(1) APC Smart UPS 1500
Remote Access and Firewall	(1) Cisco ASA 5505 Series Adaptive Security Appliance
Wireless Router	(1) Cisco Linksys Wireless-G Broadband Router (Model WRT54GS)
Tape Backup System	(1) HP Ultrium 2 Tape Drive (LTO 3 tapes)

Figure C.3-2

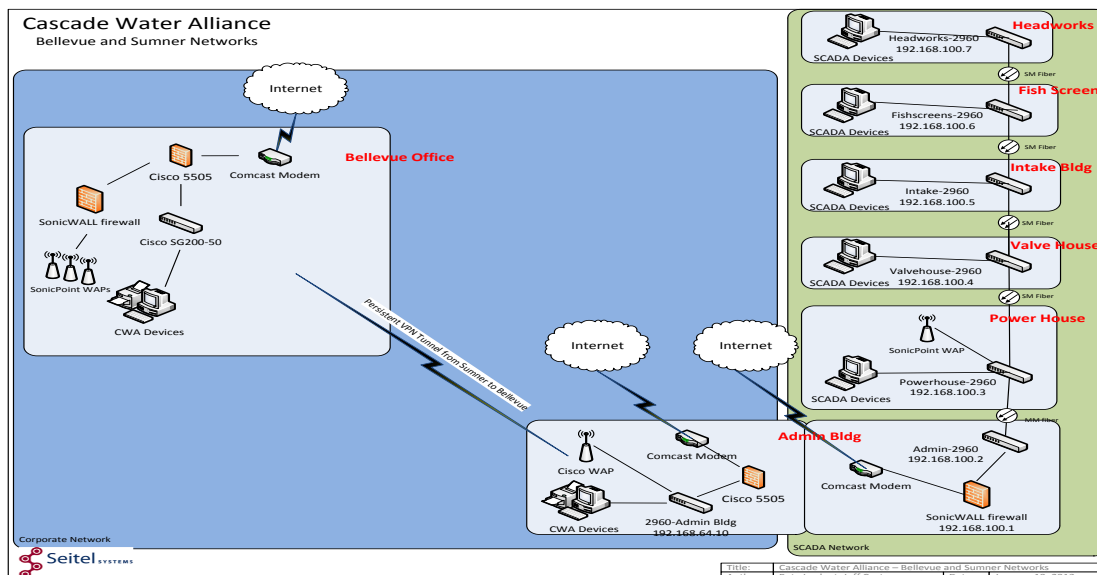
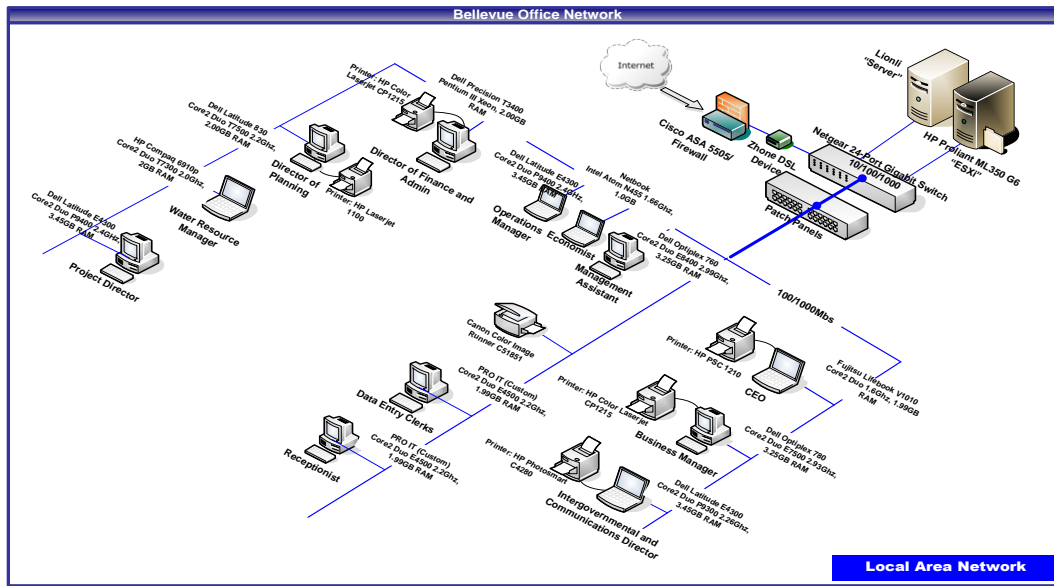


Figure C.3-3



C.4 Existing Technical Environment

Cascade’s Bellevue office, the Powerhouse and administrative building in Sumner, and the SCADA network are all connected via fiber. The Bellevue and Sumner locations are connected by VPN Tunnel. Currently, the Bellevue office runs on a LAN backbone which is capable of running on Gigabit Ethernet which aggregates to 1Gbps. However, the majority of Cascade users obtain transmission rates up to 100Mbps. The EDMS selected must be compatible with the following technical environment, as shown in **Figure C.4-1**, to maintain interoperability and leverage existing technical resources and knowledge:

Figure C.4-1

Server Operating System	Windows 2003 Server with Service Pack 1 Windows 2003 Active Directory integrated domain
Server Hardware	Dell R6 20 VMWare Virtual Infrastructure Server v2.0.1 (any server must be able to be virtualized and run on the VMWare platform)
Server Backup Software	CA BrightStor ArcServe Backup version 11
Enterprise Database Platform	Microsoft SQL Server 2005
Report Writer	Crystal Reports
Desktop Operating System	Windows 7
Office Suites	Microsoft Office 2003
Web Publishing	ASP.Net
Internet Browser	Internet Explorer 8.0
Anti-Virus Software	F-Secure Anti-Virus Client Security 6.01
Server Enterprise Mail Application	Microsoft Exchange Server 2003 with Outlook 2003
Network Infrastructure	TCP/IP network protocol 10/100/1000 MB Ethernet Cisco routers and switches CAT 5 cabling Compellent SAN Astaro Firewall

Appendix D – Cost Proposal

Appendix D, Cost Proposal, is the downloadable, MS Excel-based version of the Cost Proposal. Proposed Vendors are to complete the MS Excel-based version of *Appendix D* using the instructions provided in Section 6.14 and submit their completed response to Appendix D in the following manner:

- One (1) hard copy version, as part of the proposal
- One (1) electronic copy, in MS Excel file format, burned onto a data CD-R.