



CASCADE WATER ALLIANCE
Request for Proposals

for

Independent Water Supply Audits

Issue Date: May 20, 2019

Mandatory Pre-Submission Meeting		
Pre-Submission Meeting Location: Cascade Water Alliance 520 112th Ave. NE, Suite 400 Bellevue, WA 98004	Date: 05/28/2019	Time: 11:00AM to 12:00PM
Contact Person for Questions		
Questions should be directed only to: Henry Chen Capital Projects Director	Telephone number: (425) 283-0367 Email address: hchen@cascadewater.org	
Deadline for Submission of Questions		
Questions must be submitted to the individual named above no later than: 06/17/2019 at 4:00 PM		
Place and Deadline for Submission of Proposals		
Submit Proposals to: Cascade Water Alliance 520 112 th Ave. NE, Suite 400, Bellevue, WA 98004 Attn: Henry Chen	Date: 06/28/2019	Time: 4:00 PM (Pacific Time)



TABLE OF CONTENTS

- I. Announcement of Request for Proposals (“RFP”)
 - A. Description of Cascade Water Alliance
 - B. Background
 - C. Scope of Work
 - D. Mandatory Pre-Submission Meeting

- II. Submittal and Evaluation Process
 - A. Submittal Requirements and Evaluation Criteria
 - B. Format Requirements
 - C. Evaluation Process

- III. General Information and Instructions to Proposers
 - A. Time and Place for Submittal
 - B. Anticipated Schedule
 - C. Contact with Cascade
 - D. Addenda
 - E. Cost of Preparation
 - F. Contract
 - G. Insurance
 - H. Reservation of Rights
 - I. Public Disclosure
 - J. Diversity
 - K. Basic Eligibility
 - L. Approval of Sub-Consultants
 - M. Other Contracts
 - N. Funding Availability



I. ANNOUNCEMENT OF REQUEST FOR PROPOSALS

Cascade Water Alliance (“Cascade”) is soliciting Proposals from consulting firms knowledgeable in municipal water supplies, current regulatory standards and conditions related to water quantity and quality, and experienced in evaluating regulatory status and physical condition of water supply. The selected firm will conduct of an audit of independent water supply maintained by four (4) of Cascade’s Members.

This Request for Proposal (“RFP”) process is being performed to assure that Cascade obtains the services of a consulting firm in the most effective and efficient manner.

The availability of this RFP was advertised on May 20, 2019 in the *Daily Journal of Commerce*. The RFP and any related documents are also available at Cascade’s website, www.cascadewater.org.

A. Description of Cascade Water Alliance

Cascade is a 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.

- **Members:** Members include the following:
 - City of Bellevue
 - City of Issaquah
 - City of Kirkland
 - City of Redmond
 - City of Tukwila
 - Sammamish Plateau Water
 - Skyway Water and Sewer District
- **Governance:** 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.
- **Water Supplies and Facilities:** Cascade currently utilizes a combination of local groundwater supplies owned and operated by its Members and regional water supplies. Cascade operates and maintains certain infrastructure on behalf of its Members (e.g. the Bellevue Issaquah Pipeline). In addition, Cascade has wholesale water contracts with the City of Seattle and the City of Tacoma, as well as ownership of the White River/Lake Tapps Reservoir Project purchased from Puget Sound Energy in 2009 (“Project”). 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.

B. Background

Cascade provides wholesale water supply to each of its Members. As a part of the water supply relationship, Members with independent supply are responsible for maintaining that supply capacity and availability, with Cascade's supply obligation incremental to that independent supply.

As a part of Cascade's original formation, each Member's water supplies were "audited" to determine both regulatory and physical capacity. These water supply audits, completed 20 years ago, formed part of the basis for membership in the Cascade Water Alliance and terms of such membership. These audits currently remain the basis for Members' independent supply obligations.

Cascade now wishes to conduct new and updated water supply audits of the following four Members with independent supply: City of Issaquah; City of Redmond; Sammamish Plateau Water; and Skyway Water and Sewer District. The focus of each audit is to quantify available water supply capacity, both in terms of regulatory and infrastructure capacity, and Members' ability to meet established production requirements. The results will be used to update the inventory of Members' independent supplies, establish Members' independent supply capacity, and determine our Member's individual and collective ability to meet their related production requirements.

C. Scope of Work

Cascade intends to select one firm through this RFP process to complete an audit of independent water supply maintained by four of its Members (City of Issaquah; City of Redmond; Sammamish Plateau Water; and Skyway Water and Sewer District). For each Member's system, the consultant will:

- 1) Document Member independent supply sources and historical production for those sources. Cascade has some assembled records in this regard, but augmentation and/or verification via Member records will be expected.
- 2) Determine and document regulatory status of each source in terms of water rights quantities and status, supply contract status and term, and resulting reliable supply quantities.
- 3) Determine and document physical status of each source in terms of sustainable quantities, peak capacity, and general condition and ability to serve. Compare



the total for each Member with previous rated capacities, and if reduced, estimate reasonably available capacity with or without improvements.

- 4) If a regulatory and/or physical deficiency is identified, determine whether the Member is taking corrective steps and whether corrective steps are reasonably available to bring independent supply back to the capacity documented in 1999.
- 5) Present and review draft findings with Cascade's affected Members at one joint meeting coordinated by Cascade. Present and review final work products with Cascade's Water Resource Committee and possibly a full Board meeting. Proposers should assume final work product to be presented at two meetings.
- 6) Review and comment on written summaries prepared by Cascade staff regarding each Member's ability to fulfill their contractual supply obligation to ensure that Cascade appropriately interprets and applies the consultant's work products. As requested, consultant will meet with Cascade to review these outcomes.

The selected consultant will be expected to prepare a final work product similar in scale and level of detail to the original water supply audits completed 20 years ago. The 1999 audit of City of Redmond's independent water supply is attached to this RFP for reference.

However, the current scope of work for the updated audits is narrower in scope than the prior audits. The updated audits should not address Member demand and should not assess Cascade's supply capacity to members. The current scope of work focuses on Member's independent production capacity and sources, which may include other wholesale contracts with entities other than Cascade.

The prior audits for the three other Members with independent water supply will be made available to the selected consultant. Additional documents prepared by Cascade in reliance on those prior audits, including Cascade's determination of rated supply capacity and Members' ability to meet existing production requirements, will also be provided to the selected consultant.

The successful firm will work primarily under the management of Cascade's Capital Projects Director. Consultant will work with Member agencies and other Cascade staff for data collection, review of supply inventory, coordination of field investigations, and other communications and activities under the direction of Cascade.

D. *Mandatory Pre-Submission Meeting*

A Pre-Submission Meeting will be held on the date, time, and at the place indicated on page 1 of this RFP. Attendance by Proposers is required and firms not in attendance



will be ineligible to submit a Proposal. If multiple firms intend to team on a Proposal, a representative from at least one of those firms must attend the Pre-Submission Meeting.

II. SUBMITTAL AND EVALUATION PROCESS

Each Proposal must be organized by discrete sections corresponding to the evaluation criteria and in the order listed below, and must include an index to assist Cascade in reviewing all Proposals received. Proposers are further advised that lengthy or wordy submissions are not necessary. Nevertheless, Proposals that do not respond completely or sufficiently to the evaluation criteria in this RFP may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the Proposal not scoring high enough to be considered further.

A. *Submittal Requirements and Evaluation Criteria*

The Proposal must include and will be reviewed and scored by Cascade based on the following weighted evaluation criteria.

Evaluation Criteria	Maximum Points
<p>1) <u>Cover Letter</u>: Please submit a cover letter of not more than two pages that summarizes your experience in providing the services described in this RFP, addressing, at a minimum, the following:</p> <ul style="list-style-type: none"> a) A high level summary of your firm’s relevant qualifications. b) The size of your firm and discuss your firm’s capability to manage projects as anticipated by this RFP. c) The name and contact information of the individual in your firm that Cascade should contact regarding questions about your Proposal. The contact information should include the following: name of individual, title (Mr., Ms., etc.), firm name, address (city, state, zip code), telephone number, e-mail address. d) Acknowledgement that you have received any addenda issued to the RFP, as posted on Cascade’s website. 	5
<p>2) <u>Background and Relevant Experience of the Firm</u>: Provide a brief description and history of your firm (the number of years it has been in business, areas of specialization(s), number of employees, location of offices, and other applicable services offered). Address your firm’s demonstrated expertise and experience of the firm (and/or sub-consultants) in successfully completing similar projects</p>	10



as described in this RFP, preferably in western Washington State, including your experience, if any, with Cascade's facilities.	
3) <u>Team Experience</u> : A description of the project manager and staff proposed (employees and/or sub-consultants) for performing any work as outlined in this RFP that may be assigned, that demonstrates relevant experience from other projects. Include a copy of the resume of the firm's primary contact person for Cascade activities and the resume for any other key personnel who will be assigned to perform work for Cascade. Describe their relevant background, experience, and qualifications.	25
4) <u>Location and Availability of Key Personnel</u> : Identify the primary office for each staff member proposed to perform the work, as identified in criterion 3 above. Points will be assigned relative to staff proximity to the Puget Sound region. Additionally, identify your firm and each proposed staff member's historic and current workload and how this impacts their ability to perform work as contemplated by this RFP.	10
5) <u>Project Approach</u> : The Proposer should demonstrate solid understanding of the proposed scope of work with a clear, concise description of the services to be performed.	20
6) <u>Proposed Level of Effort, Schedule, and Fees</u> : Provide the estimated number of hours, a proposed schedule, and proposed fees to complete the scope of work. Proposers should assume up to 30 independent supplies among the four Members whose water supply will be audited, where each well is considered a separate source. If fees are proposed on an hourly basis, include a schedule of fully loaded hourly rates on a time spent basis for personnel assigned and a list of direct non-salary and reimbursable expenses not included in the fully loaded hourly rates that the Proposer would charge Cascade.	20
7) <u>Potential Conflicts of Interest</u> : Cascade will rely on the selected consultant to provide a fair and objective evaluation of Members' independent water supply. Accordingly, Proposers must identify any current, recent, or anticipated working relationships with Cascade's Members during the completion of this scope of work. A potential conflict of interest may exist if the Proposer provides work or services to Cascade's Members. The Proposal must specify steps that will be taken to ensure a fair and objective evaluation if the Proposer has a potential conflict of interest. While current or recent work for one of	5



Cascade's Members does not automatically disqualify a Proposer for the proposed scope of work, Cascade reserves the right to disqualify a Proposer as set forth in Section III.H. of this RFP.	
8) <u>Standard Contract Language:</u> Cascade intends to utilize its standard Consultant Agreement for this project. The Agreement is included as an attachment to this RFP. Each firm must affirm in its Proposal that the terms and conditions of this Agreement are acceptable, or if the firm takes exception to any of the proposed language in the Agreement, the firm must specifically describe the reasons for the exceptions and propose in its Proposal alternative language for review and consideration by Cascade.	5
9) <u>References:</u> Provide three (3) references of clients who are familiar with the work of the firm, and for whom work was performed that closely resembles the work described in this RFP. Cited references should include project name, reference name, title, project role, and current contact telephone number. Cascade reserves the right to conduct reference checks as part of evaluating Proposals as well as in evaluating the suitability of the firm for a particular work assignment. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform work required by Cascade, Cascade may, at its sole discretion, not select a firm. In conducting reference checks, Cascade may include itself as a reference if the firm has performed work for Cascade, even if the firm did not identify Cascade as a reference. Likewise, Cascade reserves the right to check references for the firm from other clients, even if they were not identified by the firm as references in the Proposal submitted.	0
Total Points	100

B. *Format Requirements*

- Proposals and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the firm and should be marked with the name of this RFP as indicated on page 1 of the RFP.
- The bound Proposals should be in an 8 1/2" by 11" format, using a minimum 12 point type size.
- Cascade strongly encourages the use of recycled and recyclable materials in the submission of Proposals.
- Firms are encouraged to "double side" the printing of their Proposals; however, for the purposes of any page limitations of the Proposal outlined in the RFP, one side of a printed page is considered one page. Cascade will not review or evaluate pages in a Proposal that are in excess of any RFP page number limitation for a specific section of the Proposal.



C. Evaluation Process

Cascade will select, if at all, one proposal that, in the sole judgment of Cascade: best meets the requirements set forth in this RFP; is the most advantageous to Cascade based on the evaluation criteria set forth herein; and is in the best interest of Cascade. The Proposals will be reviewed by an evaluation committee. If Cascade determines that interviews will be beneficial to the selection process, the highest rated firms will be invited to an interview. The selected firm will be invited to enter into negotiations with Cascade. If Cascade and the selected firm cannot agree on terms that are fair and reasonable, Cascade may terminate negotiations and enter into negotiations with the next highest rated firm.

Grounds for rejecting Proposals as non-responsive include late submittals, missing information or addenda, qualifications that do not meet the minimum requirements or do not address all areas identified by Cascade.

III. GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

By submitting a response to this RFP, the Proposer certifies that the Proposal and any additional materials are genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Proposer has not induced or solicited others to submit a sham Proposal, or to refrain from submitting a Proposal.

A. Time and Place for Submittal

One (1) original and three (3) bound copies, as well as one (1) electronic copy (CD or USB), of the Proposal and any additional materials must be submitted to Cascade Water Alliance, 520 112th Ave. NE, Suite 400, Bellevue, WA 98004, Attn: Henry Chen no later than the deadline listed on page 1 of the RFP. Faxed or e-mail submittals will not be accepted.

Firms are responsible for ensuring receive of the Proposal at the designated place and by the deadline stated above. Submittals received after the deadline will not be accepted. Cascade will not be liable for delays in delivery of Proposals due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service. Proposals may be delivered in person or by a delivery service. No oral, fax, electronic (e.g. e-mail), or telephonic Proposals will be accepted. Firms are responsible for ensuring that Cascade receives the Proposal at the designated location by the deadline set forth above.



B. Anticipated Schedule (Dates subject to change by Cascade)

Date	Description
See page 1 of RFP	Issue Date of RFP
See page 1 of RFP	Mandatory Pre-Submission Meeting
See page 1 of RFP	Deadline for Submission of Questions
June 21, 2019	Deadline for Cascade's Response to Questions Asked
See page 1 of RFP	Proposal Submittal Date (Due Date)
July 8 or 9, 2019	Dates of possible interviews
July 24, 2019	Anticipated recommendation to Cascade's Board for Award
August 2019	Cascade's and Successful Firm's Anticipated Execution of Contract
September 3, 2019	Anticipated Commencement of Services Under the Contract

C. Contact with Cascade

All questions or requests for clarification must be made only to the Designated Cascade Contact Person identified on page 1 of this RFP, and must be submitted no later than the deadline listed on page 1 of this RFP. Other than the Designated Cascade Contact Person, Proposers shall not directly or indirectly contact any Cascade Board Member or employee of Cascade in connection with this RFP, the selection process, or the contract contemplated herein. Contact with anyone at Cascade other than the Designated Cascade Contact Person may result in the firm being disqualified from further consideration.

D. Addenda

Oral communications and emails 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. Only formally issued addenda shall modify the terms of this RFP. Any addenda issued for this RFP will be emailed to the firms from the MRSC Roster that are being solicited. Receipt of addenda must be acknowledged by firms and submitted with the Proposal.

E. Cost of Preparation

Cascade will not reimburse Proposers for any costs involved in the preparation and submittal of a response to this RFP.

F. Contract

Cascade's estimated budget for the scope of work is \$100,000.



Cascade intends to utilize its standard Consultant Agreement for this project. The Agreement is included as an attachment to this RFP. Cascade Board action may be required to authorize the Chief Executive Officer to execute the contract. Cascade reserves the option, based on any dissatisfaction with the successful Proposer's performance, to solicit proposals from other firms.

G. Insurance

Prior to execution of a Contract for services under this RFP, the successful firm will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in Cascade's standard Consultant Contract and referenced on Cascade's website as applying to this RFP, unless this RFP includes different insurance requirements.

H. Rights Reserved by Cascade

This RFP does not obligate Cascade to accept or contract for any expressed or implied services. Cascade reserves the following rights:

1. To waive as an informality any irregularities in Proposals and/or to reject any or all Proposals.
2. To extend the date for submittal of responses and to change or modify the RFP schedule at any time.
3. To request additional information and data from any or all firms.
4. To supplement, amend, or otherwise modify the RFP through addenda issued.
5. To cancel this RFP with or without the substitution of another RFP.
6. To reissue the RFP.
7. To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the Proposals.
8. To reject any Proposal in the event that Cascade's analysis of the firm's financial status and capacity indicates, in Cascade's judgment, that the firm is not able to successfully perform the work.
9. To reject any Proposal in the event that Cascade determines, in its sole discretion, that a potential conflict of interest arising from the Proposer's current or recent work on behalf of one of Cascade's members agencies has the potential to compromise the Proposer's ability to complete the scope of work in an objective and unbiased manner or undermine the undivided loyalty of the Proposer to Cascade.
10. To cancel the RFP process in the event only one Proposal is received by the deadline.
11. To establish a revised deadline for submission of Proposals in the event only one Proposal is received by the deadline.



I. *Public Disclosure*

1. Property of Cascade: Proposals submitted to Cascade shall become the property of Cascade and shall not be returned to the firm.
2. Proposals are Public Records: Pursuant to Chapter 42.56 RCW, Proposals submitted under this RFP 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.
3. Public Records Exemption: Any proprietary information included in the Proposal that the firm 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 firm must provide the legal basis for the exemption to Cascade.
4. Proposals Not Marked as Confidential: If a Proposal does not clearly identify the confidential portions, Cascade will not notify the firm that its Proposal will be made available for inspection and copying.
5. Process for Disclosing Information: If a request is made for disclosure of material or any portion marked “Confidential” by the firm, Cascade will notify the firm of the request and allow the firm ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the firm fails or neglects to take such action within said period, Cascade may release the portions of the Proposal deemed subject to disclosure.
6. Indemnification by Firm: To the extent that Cascade withholds from disclosure all or any portion of firm’s documents at firm’s request, firm 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.
7. No Claim Against Cascade: By submitting a Proposal, the firm consents to the procedure outlined in this section and shall have no claim against Cascade because of actions taken under this procedure.

J. *Diversity*

Cascade is committed to providing the maximum practicable opportunity for participation by minority business enterprises, women business enterprises, and veteran owned businesses in its contracts through direct contracts with Cascade, or sub-consulting.



However, no minimum level of participation by such firms will be required as a condition for entering into a contract.

K. *Basic Eligibility*

The successful firm 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 firm must not be debarred, suspended, or otherwise ineligible to contract with Cascade.

L. *Approval of Sub-Consultants*

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

M. *Other Contracts*

During the original term and all subsequent renewal terms of the contract 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.

N. *Funding Availability*

By responding to this RFP, the firm 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.

Attachments:

- Water System Audit – City of Redmond (3/25/1999)
- Standard Consultant Agreement for Cascade Water Alliance

END OF RFP INSTRUCTIONS

