# CASCADE WATER ALLIANCE

Request for Proposals (RFP)

For

America’s Water Infrastructure Act
Compliance Crosswalks, Risk and Resiliency Assessments and Emergency Response Plans

Issue Date: September 27, 2019

<table>
<thead>
<tr>
<th>Pre-Submission Meeting</th>
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</thead>
<tbody>
<tr>
<td>Pre-Submission Meeting Location: Cascade Water Alliance 520 112th Ave. NE, Suite 400, Bellevue, WA 98004</td>
<td>Date: 10/3/2019</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person for Questions</th>
<th></th>
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<tbody>
<tr>
<td>Questions should be directed only to: Melina Thung Strategic Advisor</td>
<td>Email address: <a href="mailto:mthung@cascadewater.org">mthung@cascadewater.org</a></td>
</tr>
</tbody>
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<tr>
<th>Deadline for Submission of Questions</th>
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<tbody>
<tr>
<td>Questions must be submitted to the individual named above no later than: October 7, 2019 at 5:00 PM</td>
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<tr>
<th>Place and Deadline for Submission of Proposals</th>
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<tbody>
<tr>
<td>Submit Proposals to: Cascade Water Alliance 520 112th Ave. NE, Suite 400, Bellevue, WA 98004 Attn: Melina Thung</td>
<td>Date: October 11, 2019</td>
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I. **ANNOUNCEMENT OF REQUEST FOR PROPOSAL**

Cascade Water Alliance (“Cascade”) is soliciting Requests for Proposals (“RFP”) to assist Cascade and its member agencies, and potentially other public agencies, in complying with new Safe Drinking Water Act standards as required by America’s Water Infrastructure Act of 2018. This compliance includes the preparation of Compliance Crosswalks, Risk and Resiliency Assessments (“RRA”) and Emergency Response Plans (“ERP”). The proposals should demonstrate the consultant’s ability to assist Cascade and its members in completing the RRA and ERP by the federally mandated deadlines.

This RFP process is being performed to assure that Cascade obtains the services of a qualified consulting firm in the most effective and efficient manner.

The availability of this RFP was advertised on September 27, 2019 in the *Tacoma News Tribune* and in the *Daily Journal of Commerce*. The RFP and any related documents are also available at Cascade’s website, [www.cascadewater.org](http://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**

On October 23, 2018, Congress signed into law the America’s Water Infrastructure Act ("AWIA"). The AWIA requires utilities serving more than 3,300 people to conduct a Risk and Resiliency Assessment ("RRA") of their community water systems and develop or update a corresponding Emergency Response Plan ("ERP"). Upon completion of the RRA, the utility is to submit self-certification to the U.S. Environmental Protection Agency ("USEPA") indicating that the RRA, in compliance with AWIA, is complete. Within six months of submitting the RRA certification letter, the community water system is required to submit a self-certification to USEPA for the corresponding ERP.

Cascade intends to select one firm through this RFP process to provide support to Cascade, up to seven of its Members, and other public agencies in preparing AWIA Compliance Crosswalks, RRAs and ERPs for their respective water systems and completing other risk and resiliency infrastructure assessments as determined by the participating agency.

The selected firm will execute a master contract that may be used by: (1) Cascade, on behalf of itself and up to seven of its Members, and (2) public agencies that are not Members of Cascade ("Non-Member Agencies") pursuant to an interlocal agreement executed by these agencies and Cascade. The actual number of participating Members and specific scope of work for each participating Member will depend on each agency’s alternatives and needs for preparing their RRAs and ERPs. For Non-Member Agencies, it is unknown how many additional agencies and to what extent each may utilize the master contract.

AWIA contains three groups of community water systems with different compliance deadlines. The deadlines applicable to Cascade and its Members are listed below.
<table>
<thead>
<tr>
<th>Population Served</th>
<th>Cascade and Members</th>
<th>Risk Assessment (RRA)</th>
<th>Emergency Response Plan (ERP)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>≥100,000</td>
<td>Bellevue Cascade</td>
<td>March 31, 2020</td>
<td>September 30, 2020</td>
</tr>
<tr>
<td>50,000-99,999</td>
<td>Kirkland Redmond</td>
<td>December 31, 2020</td>
<td>June 30, 2021</td>
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</table>

*ERP self-certification is due six months from submittal of the risk assessment certification. Dates shown above are based on a utility submitting a risk assessment on the final due date.

C. **Scope of Work**

The following outlines the general parameters for the Scope of Work under the master contract. The Scope of Work to be completed for Cascade, each of its Members, and Non-Member Agencies could include portions or all three phases of work described below. The specific Scope of Work for each participating agency will be finalized through issuance of task or purchase orders under the master contract.

**PHASE I – DESIGN AND COMPLETE COMPLIANCE CROSSWALKS**

This is the data gathering and evaluation phase of the project to assess each participating agency’s potential compliance with the AWIA requirements for their RRAs and ERPs.

*Phase I, Task 1 – Design of AWIA Compliance Crosswalk*

Consultant shall design an AWIA Compliance Crosswalk that will be used to assess each participating agency’s potential compliance with the AWIA requirements based on current documents, policies, plans, procedures and assessments that are already in place. This Crosswalk should include a method to indicate to what degree those current concepts meet the AWIA compliance, including completeness, currency (less than five years old), intent, etc. Consultant is free to determine the format of the Crosswalk. This task should include time for:

- Participating agencies to review and provide written comments on the Draft Compliance Crosswalk.
- Consultant to receive, address and/or incorporate written comments from participating agencies.
- Cascade Project Manager to confirm approval of the Final Compliance
Crosswalk.

**Phase I, Task 2 – Complete AWIA Crosswalk for Each Participating Agency**

The Cascade Project Manager and participating agencies will provide Consultant with a copy of potentially applicable existing documents for completion of individual Crosswalks. Utilizing the final AWIA Compliance Crosswalk completed in Phase I, Task, Consultant shall review each participating agency’s submitted documents to complete one crosswalk per participating agency. This task should include time for:

- Participating agencies to review and provide comments on their Draft Agency-Specific Compliance Crosswalk.
- Consultant to receive and incorporate the comments from participating agencies.
- Consultant to submit a Final Agency-Specific Compliance Crosswalk with sufficient time to meet the USEPA RRA deadlines.

Examples of existing documents that participating agencies may provide in support this process include:

- Standard Operating Procedures (SOPs)/ Standard Operating Guides (SOGs)
- Emergency Response Plan (ERP)/ Emergency Operations Plan (EOP)
- ERP Appendix or Checklists for response to natural and manmade hazards
- Dam Emergency Action Plans
- Vulnerability Assessments – physical and/ or cyber
- Water System Plans
- Capital Improvement Plans
- Financial and Administrative Policies
- Financial Audited Reports
- Hazard Mitigation Plans
- Continuity of Operations Plans (COOPs)/ Continuity of Government Plans (COGs)/ Business Continuity Plans
- Recovery Plans
- Water Outage/ Emergency Drinking Water Plans
- Water Reliability Studies
- DHS Site Assessment Visits
- Cyber Security Assessment of Operations Networks
- Cyber Security Assessment of SCADA Networks
- Drinking Water Emergency Notification Plan
PHASE II – CONDUCT RISK AND RESILIENCE ASSESSMENTS (RRA)

Phase II, Task 1 – Collection and Writing of the RRA
Taking into account the work and findings included in the participating agencies’ existing documents and their specific AWIA Compliance Crosswalk completed in Phase I, Consultant shall complete a system-wide all-hazards (natural and man-made) vulnerability assessment to physical, operational, maintenance, system engineering, chemical, and cyber systems, which shall be integrated into one comprehensive RRA for each participating agency.

Consultant will use the Analysis Tool Specification* included in the Project Approach submitted as part of the RFP process and agreed to by the Cascade Project Manager. The concepts to be included in the RRA must incorporate the requirements of Section 2013 of the AWIA and any other subsequent updated requirements or guidance that the USEPA shall provide for conducting this assessment:

- Natural hazards and malevolent acts;
- Resilience of water system facility infrastructure;
- Monitoring practices;
- Financial systems;
- Chemical storage and handling; and
- Operation and maintenance.

The RRA should take into consideration and incorporate or integrate as appropriate:

- Participating agency’s existing documents and their specific AWIA Compliance Crosswalk completed in Phase I. Areas where the participating agency already meets the AWIA requirements with current documents should not be redone but should be referenced and/or noted in the RRA accordingly. All agency-specific documents available will be provided to Consultant by the participating agency representative or Cascade Project Manager.
- All materials submitted by participating agencies shall be released subject to the terms of the Confidentiality and Nondisclosure Agreement to be executed by Consultant and returned to each agency upon completion of the project.

This task should include time for:

- Participating agencies to review and provide comments on their draft RRA.
- Consultant to receive and incorporate the comments from participating agencies.
- Consultant to submit a final Agency-Specific RRA in accordance with the USEPA deadlines.
*An Analysis Tool Specification must be included in the Project Approach section of the Proposal. Specifically, the Proposal must specify which analysis tools are proposed for each area of analysis identified in Task 1 of Phase II. This should include justification of why the proposed tool(s) will best serve the participating agencies during this process, and for future updates.

Additionally, each Proposal must specify fees, if any, associated with any of the tools proposed. The Analysis Tool Specification should not rely on propriety systems that would require reoccurring fees on an annual or ongoing basis. With respect to any software systems proposed to be used for data collection, analysis and maintenance of risk and vulnerability assessments, the intended goal to enable each participating agency to independently update and maintain their RRAs and ERPs on a five-year basis. Therefore, any software systems (other than those commonly maintained by public agencies) need to be open source and not proprietary.

The Cascade Project Manager will work with the selected Consultant to review the proposed tools and approve the final methods during contract negotiation.

Phase II, Task 2 – Participating Agency Training on Assessment Processes and Tools

After completing the final written RRA, Consultant shall provide training (and training materials in electronic format) to participating agency representatives on the following: what was involved in completing the Compliance Crosswalk, RRA, the tools used; and how to utilize those processes and tools to be successful in future updates.

PHASE III – WRITE/ UPDATE EMERGENCY RESPONSE PLANS

Phase III, Task 1 – Update/Write ERP

Develop and complete one Emergency Response Plan for each participating agency. The concepts to be included in the ERP should incorporate the requirements from AWIA Section 2013 and any other subsequent updated requirements or guidance that the USEPA shall provide for conducting this ERP:

- Strategies and resources to improve resiliency, including physical security and cybersecurity;
- Plans and procedures for responding to a natural hazard or malevolent act that threatens safe drinking water;
- Actions and equipment to lessen the impact of a malevolent act or natural hazard, including alternative water sources, relocating intakes and flood protection barriers; and
- Strategies to detect malevolent acts or natural hazards that threaten the system.
Because participating agencies have various levels of complexity of ERPs and completion dates of their most recent updates, three levels of service for Phase III may be possible. The following is a generic concept of which the Consultant should consider in their Project Approach. ERP Levels of Service may include:

- **Low Work Effort** – A short chapter or section that the participating agency can incorporate into their current ERP that explains how their All-Hazards ERP, the RRA and other relevant documents meet the AWIA requirements. This should include addressing how all of the documents utilized throughout this planning process will be updated, cross-referenced or otherwise incorporated into planning processes on an ongoing basis. The assumption is that a participating agency choosing this level of work effort already has a comprehensive and current ERP and procedures.

- **Medium Work Effort** – In addition to the above chapter/section on how the agency meets the AWIA requirements, this effort would include the development of risk-specific standard operating procedures (“SOPs” that address identified planning gaps from Phase II. The assumption is that a participating agency choosing this effort already has a fairly comprehensive and current ERP.

- **High Work Effort** – Update an ERP for the participating agency based on a non-current ERP to meet the AWIA requirements.

**Phase III, Task 2: Participating Agency Executive Summary**

Develop an Executive Summary of the ERP prepared for each participating agency. This should be a high level summary document that can be utilized with each participating agencies’ elected officials and to meet with their local emergency management planning partners. The summary will be specific to each agency, their overall risk and resiliency, and emergency response planning readiness. The participating agencies will work with the Consultant to define the level of detail that they are comfortable with sharing within this document.

**D. Pre-Submission Meeting**

Those interested in responding to this RFP are strongly encouraged to participate in a Pre-Submission Meeting to be held on the date, time, and at the place indicated on page 1 of this RFP. Failure to attend the Pre-Submission Meeting will not relieve the firm of any responsibility for information provided at that time.
II. **SUBMITTAL AND EVALUATION PROCESS**

Each Proposer’s 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.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td>1) Cover Letter: 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:</td>
<td>5</td>
</tr>
<tr>
<td>a) A high level summary of your firm’s relevant qualifications.</td>
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<tr>
<td>b) The size of your firm and discuss your firm’s capability to manage projects as anticipated by this RFP.</td>
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<tr>
<td>c) Your firm’s historical workload and how this would impact your ability to perform work as contemplated by this RFP.</td>
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<tr>
<td>d) 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.</td>
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<tr>
<td>e) Acknowledgement that you have received any addenda issued to the RFP, as posted on Cascade’s website.</td>
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<tr>
<td>2) Background and Relevant Experience of the Firm: 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 as described in this RFP, preferably in western Washington State, including your experience, if any, with Cascade’s and/or its Members’ facilities.</td>
<td>15</td>
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</table>
3) **Team Experience:** 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.

4) **Location and Availability of Key Personnel:** 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.

5) **Project Approach:** The Proposer should explain in detail how the firm will accomplish the items specified in each phase of the Scope of Work. Include in your Project Approach description: (a) expected resources and/or documentation to be provided by each agency; (b) Analysis Tool Specification, which will document assessment tools, systems, and guidance documents to be used; (c) meetings, workshops or trainings proposed to accomplish tasks; (d) estimated amount of time to complete phases and tasks on an agency-by-agency basis.

6) **Proposed Schedule:** Provide a proposed schedule for completion of each phase of the Scope of Work that reflects their Project Approach and takes into consideration at least the following: (a) regulatory compliance dates listed in AWIA, and (b) Proposer’s qualified personnel available to timely complete the work. Proposals should assume that Cascade, up to seven (7) Members, and one (1) Non-Member Agencies could request completion of all phases of the Scope of Work.

7) **Schedule of Rates and Proposed Fees:** 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 associated with completing the Scope of Work and not included in the fully loaded hourly rates that the Proposer would charge Cascade. This will be used for work performed in 2019-20.
8) **Standard Contract Language:** A sample copy of Cascade’s Consultant 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. IMPORTANT NOTE REGARDING MASTER CONTRACT – The selected Consultant and Cascade will negotiate a modified version of Cascade’s Consultant Agreement to incorporate any task or purchase order requirements and include additional terms and conditions related to use as a master contract by Non-Member Agencies.

9) **References:** Provide three (3) references of clients who are familiar with the work of the firm, and for whom work as 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 proposals submitted.

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<tr>
<th>Total Points</th>
<th>100</th>
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**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 Proposer whose qualifications, 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 and the highest rated firms may 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, proposals 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 four (4) 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: Melina Thung, 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)*

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>See page 1 of RFP</td>
<td>Issue Date of RFP</td>
</tr>
<tr>
<td>See page 1 of RFP</td>
<td>Pre-Submission Meeting</td>
</tr>
<tr>
<td>See page 1 of RFP</td>
<td>Deadline for Submission of Questions</td>
</tr>
<tr>
<td>October 9, 2019</td>
<td>Deadline for Cascade’s Response to Questions Asked</td>
</tr>
<tr>
<td>See page 1 of RFP</td>
<td>Statement of Qualifications Submittal Date (Due Date)</td>
</tr>
<tr>
<td>October 16 or 17, 2019</td>
<td>Dates of possible interviews</td>
</tr>
<tr>
<td>October 23, 2019</td>
<td>Recommendation to Cascade’s Board for Award</td>
</tr>
<tr>
<td>November 2019</td>
<td>Cascade’s and Successful Firm’s Execution of Contract</td>
</tr>
<tr>
<td>November 2019</td>
<td>Commencement of Services Under the Contract</td>
</tr>
</tbody>
</table>

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**

Cascade will issue addenda to this RFP to respond to any questions received by Cascade and/or to modify the terms of the RFP. All addenda will be posted on Cascade’s website at [www.cascadewater.org](http://www.cascadewater.org). It is the responsibility of the Proposers to check the website for any addenda to this RFP before submitting their 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 and Project Management**

Cascade intends to utilize a modified version of its standard Consultant Agreement for this project. Cascade’s standard Consultant Agreement is included as an attachment to this RFP. The version of the Consultant Agreement that will be presented to the selected Consultant (“Master Agreement”) will be modified to incorporate additional terms and condition related to issuance of task or purchase orders and to serve as a master contract that may be used by Non-Member Agencies (including invoicing and
compensation by Non-Member Agencies). Cascade Board action will be required to authorize the Chief Executive Officer to negotiate and execute the Master Agreement.

The selected Consultant will also be required to execute a Confidentiality and Nondisclosure Agreement ("NDA") as part of the Master Agreement to address the security and protection of the proprietary information that will be provided and developed as a component of this project. The intent of the NDA is to prohibit the Consultant from sharing proprietary/confidential information with outside parties, and to specify return of any product received, developed, or of a proprietary/confidential nature obtained while performing the Scope of Work.

Consultant will perform all work on behalf of Cascade and its Members under the direction of Cascade’s Strategic Advisor, denoted as the Cascade Project Manager. Consultant will perform all work on behalf of Non-Member Agencies under the direction of a Project Manager to be designated by the Non-Member Agency. 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 cancel the RFP process in the event only one proposal is received by the deadline.
10. 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. **Sub-Consultants**

The successful firm may not use sub-consultants on this engagement unless prior approval is received from Cascade.

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:

- Standard Consultant Agreement for Cascade Water Alliance

END OF RFP INSTRUCTIONS