CASCADE WATER ALLIANCE
Request for Proposals (RFP)

for
On-Call Construction Management Services

Issue Date: March 9, 2021

<table>
<thead>
<tr>
<th>Contact Person for Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Questions should be directed only to: Henry Chen</td>
</tr>
<tr>
<td>Capital Projects Director</td>
</tr>
<tr>
<td>Telephone number: (425) 283-0367</td>
</tr>
<tr>
<td>Email address: <a href="mailto:hchen@cascadewater.org">hchen@cascadewater.org</a></td>
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<tr>
<th>Deadline for Submission of Questions</th>
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<tr>
<td>Questions must be submitted to the individual named above no later than:</td>
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<td>03/16/2021 at 4 PM</td>
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<tr>
<th>Deadline for Cascade’s Response to Questions Asked</th>
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<tbody>
<tr>
<td>Cascade will issue an Addendum to respond to any questions asked no later than:</td>
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<td>3/18/21 at 4 PM</td>
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<table>
<thead>
<tr>
<th>Place and Deadline for Submission of Proposals</th>
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<tbody>
<tr>
<td>Submit Proposals to:</td>
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<tr>
<td>Cascade Water Alliance</td>
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<tr>
<td>520 112th Ave. NE, Suite 400,</td>
</tr>
<tr>
<td>Bellevue, WA 98004</td>
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<tr>
<td>Attn: Henry Chen</td>
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<tr>
<td><a href="mailto:hchen@cascadewater.org">hchen@cascadewater.org</a></td>
</tr>
<tr>
<td>Date: 03/25/2021</td>
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<tr>
<td>Time: 4 PM (Pacific Time)</td>
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I. **ANNOUNCEMENT OF REQUEST FOR PROPOSAL**

Cascade Water Alliance (“Cascade”) is soliciting Requests for Proposals (“RFP”) to provide on-call construction management services for capital improvement projects that are anticipated and may potentially arise at: (1) the White River/Lake Tapps Reservoir Project, (2) the Bellevue Issaquah Pipeline and wholesale master meters owned by Cascade Water Alliance, and (3) infrastructure owned by Cascade member agencies. Proposers must demonstrate experience and satisfactory performance with engagements of similar scope by key personnel assigned.

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

The availability of this RFP was advertised on March 9, 2021 in the *Tacoma News Tribune* and on March 9, 2021 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. This includes the Bellevue Issaquah Pipeline and various wholesale master meters that deliver water to Cascade’s members. 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**

This RFP is for the purpose of electing a firm to provide on-call construction management services. Cascade relies on the services of consultants to supplement its limited staff. There are a variety of capital projects for which Cascade needs construction management services, often with quick turn-around times.

Cascade intends to select one firm based on this RFP process to perform a variety of construction management tasks at Cascade’s White River Lake Tapps Reservoir facilities pursuant to a Master Consulting Agreement for on-call services. Additionally, Cascade may have need for construction management services arising from unplanned events and asset failures during the term of the contract at Cascade-owned distribution facilities that serve Cascade members, including the Bellevue Issaquah Pipeline and various wholesale master meters. Cascade will assign specific scopes of work to the successful firm under the Master Consulting Agreement on a Task Order basis.

Cascade anticipates near-term issuance of the following Task Orders for two forthcoming capital projects:

1. SCADA and Security Improvements Project for the White River Lake Tapps Reservoir Project (anticipated May 2021 – February 2022). Work will cover the following seven facilities at the Project: Powerhouse, Tunnel Intake, Forebay, Valvewhouse, Pipeline Intake, Fish Screens, and Headworks. Improvements include fabrication and installation of control panels, replacement of existing security video cameras and installation of new security video cameras, security lighting installation, and SCADA and security instrumentation installation.

2. Diversion Intake Project (anticipated July 2021 – May 2022). Work includes construction of major civil structures and mechanical equipment for a new river water diversion structure at Cascade’s Headworks on the White River near Buckley, Washington. This project is part of a joint inter-agency project that is being managed by United States Army Corps of Engineers.

Based on these two known capital projects, Cascade desires to select a firm for the Master Consulting Agreement with demonstrated experience in the following:
1. Construction project schedule software skills including MS Project or Primavera
2. Background in managing electrical industrial projects where owner’s engineers are providing integration services
3. Familiarity with the National Electrical Code
4. Previous construction management experience with industrial electrical, automatic control, and security system projects
5. Experience and ability to work on an integrated construction management team with multiple consultants and project stakeholders
6. Previous experience with multi-site projects
7. General knowledge of how water systems and water conveyance systems function
8. Familiarity with building codes and structural steel, drilled pier and scant pile wall constructions
9. Experience with in-water construction work under normal and high flow conditions with unpredictable sediment transport and strict environmental regulations
10. Experience with heavy civil and reinforced concrete construction work
11. Experience working as part of a large and integrated construction management team where the construction manager is different than the owner
12. Strong experience with commissioning and testing of new facilities

The Master Consulting Agreement may also include Task Orders for additional capital projects not described above. Accordingly, Cascade will also evaluate firms for their experience providing construction management services (based on the general scope of work described below) on projects with similar characteristics to the White River Lake Tapps Reservoir facilities and other water distribution facilities.

The successful firm will act on Cascade’s behalf to oversee public works contracts with the best interests of Cascade in mind. Cascade and the selected firm will sign a Master Consulting Agreement with a general scope of work, a contract maximum, and an agreed upon schedule of hourly rates to be paid on a time spent basis plus reimbursement for direct non-salary expenses, that would be used for negotiating Task Orders as specific assignments arise. Cascade makes no guarantees as to the amount of work that may be performed under the contract to be executed based on this RFP.

The successful firm may also receive purchase order under the Master Consulting Agreement from Cascade’s members pursuant to an interlocal agreement executed by these agencies and Cascade. If the successful firm agrees to accept such purchase order, the general scope of work, schedule of hourly rates to be paid on a time spent basis plus reimbursement, and other general terms and conditions of the Master Consulting Agreement shall apply to such purchase orders.
C. **Scope of Work**

The following outlines the general scope of work for on-call construction management tasks the contractor may be assigned under the Master Consulting Agreement. The specific scope of work to be completed for Cascade will be issued by Task Order as assigned by Cascade. The specific scope of work for Cascade’s Members that may wish to utilize the Master Consulting Agreement will be finalized through issuance of purchase orders with Members.

**Construction Management Services:**

1. Review design plans and specifications for constructability and to identify any items that may cause issues during construction.
2. Provide overall project oversight and coordination between Contractor and design team.
3. Provide single point contact for all site issues, from Owner, Design team, Contractor.
4. Prepare addenda and officiate all preconstruction and project site meetings, including weekly/biweekly status meetings with the contractor.
5. Record all meetings and transfer to written summary, distributed to stakeholders.
6. Process, distribute, and oversee all site "Request for information", "Request for change order" "Request for material changes", "Request for Proposal".
7. Provide Preliminary Material Submittal reviews. Tracking of approved and not approved disbursement.
8. Monitor project schedule progress and compliance to specifications.
10. Coordinate with local municipalities.
11. Develop claim avoidance strategy, review and assist with resolution of potential claim and actual claims, protect Client from undue contractor claims.
12. Assist with issuance of field directives.
13. Point of contact for contractor issues, process resolutions and solutions.
14. Review of all project documents for completeness.
15. Verify change order costs for "Request for proposal" costing.
16. Review contractor lump sum breakdowns for discrepancies and monthly payment approval.
17. Track project working days, weather days, post at weekly meetings.
18. Verify field force account documentation for completeness and accuracy approve daily.
19. Verify contractor’s labor and equipment rates comply with specifications. Prevailing wage, and equipment bluebook rates.
20. Issue owner approved field directives and change orders.
21. Verify and approve contractors monthly draw requests.
22. Manage project close out.
23. Work as part of a larger construction management team
24. Coordinate with operations and maintenance personnel with asset on-boarding including final construction records and operations and maintenance manual for new assets
25. Other work as may be assigned.

General Inspection Services:

1. Documentation of all project actions in the Inspection Daily Report (IDR) including site photos; labor, material, and equipment; weather, etc.
2. Collection of material delivery tickets, verifying the correct materials are being installed meeting submittal approvals.
3. Tracking of quantities completed daily and logged for monthly draw verification.
4. Verification that Contractor is performing work within the project specifications and plans.
5. Inform of non-conformance and resolution to compliance.
6. Track approved schedule and actual progress.
7. Assess changed conditions and recommend to design team at least two resolutions along with contractor change request.
8. Work with Contractor to resolve issues early in the process to ensure the project remains on schedule.
9. Verify materials comply with approved submittals.
10. Verify compliance with any permits from local agencies coordinate with such agencies for any required inspections.
11. Work with local community on issues that may impact them, promote Contractor compliance to working with residents. Be the point of contact for their complaints. Coordinate any issues with design team.
12. Oversight of restoration of areas impacted by Contractor and per plans specifications.
13. Respond or coordinate as needed to Contractor-initiated request for information, design clarification and verifications, changed conditions, delay claims and other contractor requests.
14. Assist with cost and schedule estimates and for change order work.
15. Assist with negotiating and resolution on change orders or different site condition claims.
16. Coordinate with engineers, operations and maintenance workers, test labs, contractors, subs, materials supplier, and other on-site personnel on inspection and testing activities.
17. Coordinate commissioning and testing of facilities, instrumentation controls and systems.
18. Review or prepare as-builts
19. Other work as may be assigned.

The successful firm will work primarily under the management of Cascade’s Capital Projects Director and Operations Manager for all Task Orders issued by Cascade.

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 (20 page maximum plus cover letter). 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) <strong>Cover Letter:</strong> 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>
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<tr>
<td>a) A high level summary of your firm’s relevant qualifications.</td>
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<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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<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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<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) <strong>Background of the Firm:</strong> 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</td>
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applicable services offered). Discuss your firm’s financial and organizational stability.

3) **Relevant Experience of the Firm:** Demonstrated expertise and experience of the firm in successfully completing similar projects as described in this RFP, preferably in western Washington State, including your experience, if any, with Cascade’s White River Lake Tapps Project.

4) **Staff Experience and Availability:** A description of the staff proposed 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, qualifications, and availability for (a) near-term projects described in the Background, and (b) responding on an emergency basis for other Task Order Work.

5) **Schedule of Rates:** A 2021 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. This will be used for work performed in 2021. (A 2022 schedule will be submitted for that portion of contract work in the new calendar year.)

6) **Standard Contract Language:** Cascade intends to utilize a Master Consulting 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.

7) **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 references

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<th>3) Relevant Experience of the Firm</th>
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<tr>
<td>4) Staff Experience and Availability</td>
<td>50</td>
</tr>
<tr>
<td>5) Schedule of Rates</td>
<td>10</td>
</tr>
<tr>
<td>6) Standard Contract Language</td>
<td>0</td>
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<tr>
<td>7) References</td>
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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.

| Total Points | 100 |

B. **Format Requirements**

- One (1) original and three (3) bound copies of the proposal and any additional materials, as well as one (1) electronic copy via email, are required.
- Bound copies of proposals 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**

Electronic submittal of the proposal and any additional materials must be submitted by email to Henry Chen at hchen@cascadewater.org and all physical materials must be sent (without signature confirmation) by USPS Priority Mail, UPS, or Federal Express to Cascade Water Alliance, 520 112th Ave. NE, Suite 400, Bellevue, WA 98004, postmarked no later than the deadline listed on page 1 of the RFP. Email submittals alone will not be accepted as a substitute for submission of bound copies of the proposal.

Firms are responsible for ensuring receipt of the proposal at the designated place and by the deadline stated above. Submittals received and/or postmarked after the deadline will not be accepted. Cascade’s offices remain closed to the general public at this time and in-person deliveries will not be accepted for this RFP. 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)**

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<th>Date</th>
<th>Description</th>
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<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>Deadline for Submission of Questions</td>
</tr>
<tr>
<td>See page 1 of RFP</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>04/1/21 – 04/7/21</td>
<td>Dates of possible interviews</td>
</tr>
<tr>
<td>04/28/21</td>
<td>Recommendation to Cascade’s Board for Award</td>
</tr>
<tr>
<td>No later than 05/01/21</td>
<td>Cascade’s and Successful Firm’s Execution of Contract</td>
</tr>
<tr>
<td>05/01/21</td>
<td>Commencement of Services Under the Contract</td>
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</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**

Cascade’s estimated budget for the work over the term of the contract is $560,000.

The term of the contract shall end on December 31, 2022. Cascade shall have the option to extend the contract term for one (1) additional one-year period at its sole discretion.

Cascade intends to utilize a Master Consulting Agreement for this project. The Agreement is included as an attachment to this RFP. Cascade Board action will 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 qualifications from other firms.

G. **Insurance**

Prior to execution of a Master Consulting Agreement 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 Master Consulting Agreement 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:

- Master Consulting Agreement for Cascade Water Alliance

END OF RFP INSTRUCTIONS