



CASCADE WATER ALLIANCE
Request for Qualifications (RFQ)

for
Dam Engineering/Hydrology/Geotechnical Services

Issue Date: October 3, 2023

Contact Person for Questions		
Questions should be directed only to:	Telephone number: (250) 820-8537	
Dave Roberts Contract Administrator	Email address: droberts@cascadewater.org	
Deadline for Submission of Questions		
Questions must be submitted to the individual named above via email no later than:		
October 10, 2023 at 4 PM		
<i>Cascade's will respond to questions by: October 13, 2023 at 4pm</i>		
Place and Deadline for Submission of Qualifications		
Submit Qualifications by Email to: Dave Roberts droberts@cascadewater.org	Date: 10/24/2023	By Email: 4 PM (Pacific Time)



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I. ANNOUNCEMENT OF REQUEST FOR QUALIFICATION

Cascade Water Alliance (“Cascade”) is soliciting Statements of Qualification (“SOQ”) for dam engineering, hydrology, and geotechnical services for the White River/Lake Tapps Project owned by Cascade Water Alliance. Proposers must demonstrate experience and satisfactory performance with engagements of similar scope by key personnel assigned.

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

The availability of this RFQ was advertised on October 3, 2023 in the *Tacoma News Tribune* and the *Daily Journal of Commerce*. The RFQ and any related documents are also available at Cascade’s website, <https://cascadewater.org/water-supply/projects-rfqs-rfps>.

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 and Sewer District
 - 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 seeks one firm to provide dam engineering, hydrology, and geotechnical services to support Cascade's ownership of the White River Lake Tapps Reservoir Project, Bellevue Issaquah Pipeline (BIP), or along Cascade's future utility alignments. A portion of the work will be fixed, however, some of the work will also be unforeseen such as investigations and repair recommendations needed due to problems arising at the dikes, such as: rodent activity, dike erosion/holes/soft spots, structural issues, trees growing in the dikes, excess water piping, or unplanned emergency work such as responding to slide evaluation, repair recommendations, etc. Work will be performed on a task order basis as requested by Cascade.

C. Scope of Work

Cascade intends to select one firm based on this RFQ process to perform the following, but not limited to, fixed and on-call tasks:

Fixed

1. Annual dike inspection and report
2. Annual instrumentation report
3. Annual Emergency Action Plan update and exercise
4. Annual O&M Manual update
5. Review of weekly/monthly piezometer and weir data

On-call task examples (based on historical work)

1. Dike investigations and repair recommendations, including design, if necessary
2. Dike seismic retrofit design and construction phase services
3. Permit support
4. Working with regulatory agencies to obtain permits or approve of design work
5. Well analysis
6. Piezometer/weir investigations; repairs, and planning
7. Geotechnical investigations and recommendations
8. Mitigation plans to meet regulatory requirements
9. Emergency response support

The successful firm will work primarily under the management of Cascade's Capital Projects Director or the CEO's authorized representative.

II. SUBMITTAL AND EVALUATION PROCESS

Each Proposer's SOQ must be organized by discrete sections corresponding to the evaluation criteria and in the order listed below to assist Cascade in reviewing all SOQs received. Proposers are further advised that lengthy or wordy submissions are not necessary (5 page maximum including cover letter but excluding staff bios and resumes). Nevertheless, SOQs that do not respond completely or sufficiently to the evaluation criteria in this RFQ may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the SOQ not scoring high enough to be considered further.

A. Submittal Requirements and Evaluation Criteria

The SOQ 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 one page that summarizes your experience in providing the services described in this RFQ, 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 name and contact information of the individual in your firm that Cascade should contact regarding questions about your SOQ. 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. c) Acknowledgement that you have received any addenda issued to the RFQ, as posted on Cascade's website. d) Name and relevant qualifications of the firm's proposed client manager that will be the daily contact for this work. 	10
<p>2) <u>Background 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). Discuss your firm's financial and organizational stability.</p>	5
<p>3) <u>Relevant Experience of the Firm</u>: Demonstrated expertise and experience of the firm in successfully completing similar projects as described in this RFQ, preferably in western Washington State, including your experience, if any, with Cascade's White River/Lake Tapps Project and the BIP.</p>	20
<p>4) <u>Staff Experience and Availability</u>: A description of the staff proposed for performing any work as outlined in this RFQ that may be</p>	50

<p>assigned, that demonstrates relevant experience. 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 (including their ability to respond on an emergency basis).</p>	
<p>5) <u>Permit Support/Regulatory Agency Experience</u>: Demonstrated experience working with various regulatory agencies such as the Washington State Dam Safety Office and Department of Fish and Wildlife to obtain permits, negotiate mitigation, and review/approve of technical documents.</p>	15
<p>6) <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 RFQ. Each firm must affirm in its SOQ 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 SOQ alternative language for review and consideration by Cascade.</p>	0
<p>7) <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 RFQ. 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 SOQs 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 SOQ submitted.</p>	0
Total Points	100

B. *Format Requirements*

- The SOQ must be submitted by email. Email submittals should include the name of this RFQ in the Subject Line. Statements of Qualifications attached via email cannot exceed 25 MB. Statements of Qualifications that exceed this file size may be sent via a secure FTP or cloud-based site, with instructions for how to access the SOQs in the body of the email.
- Hard copy submittals will not be accepted.
- The SOQs should be in an 8 1/2" by 11" format, using a minimum 12 point type size.
- Page count: One side of a printed page is considered one page. Cascade will not review or evaluate pages in an SOQ that are in excess of any RFQ page number limitation for a specific section of the SOQ.

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 RFQ; is the most advantageous to Cascade based on the evaluation criteria set forth herein; and is in the best interest of Cascade. The SOQs 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 SOQs 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 RFQ, the Proposer certifies that the SOQ 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 SOQ, or to refrain from submitting an SOQ.

A. *Time and Place for Submittal*

The SOQ shall be submitted by email no later than the deadline listed on page 1 of the RFQ. Hard copies or faxed submittals will not be accepted.

Firms are responsible for submitting the SOQ via email or other secure electronic method if the SOQ is in excess of 25 MB by the deadline stated above. Submittals received after the deadline will not be accepted.

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

Date	Description
See page 1 of RFQ	Issue Date of RFQ
See page 1 of RFQ	Deadline for Submission of Questions
See page 1 of RFQ	Deadline for Cascade’s Response to Questions Asked
See page 1 of RFQ	Statement of Qualifications Submittal Date (Due Date)
10/30/2023 – 11/1/23	Dates of possible interviews
11/15/23	Recommendation to Cascade’s Board for Award
No later than 12/29/23	Cascade’s and Successful Firm’s Execution of Contract
1/2/24	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 RFQ, and must be submitted no later than the deadline listed on page 1 of this RFQ. 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 RFQ, 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 RFQ to respond to any questions received by Cascade and/or to modify the terms of the RFQ. All addenda will be posted on Cascade’s website at <https://cascadewater.org/water-supply/projects-rfqs-rfps/>. It is the responsibility of the Proposers to check the website for any addenda to this RFQ before submitting their SOQ.

E. Cost of Preparation

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

F. Contract

The successful Proposer will be asked to provide Cascade with a schedule of hourly rates on a time spent basis plus reimbursement for direct non-salary expenses, such as reproduction expenses, out of town travel costs, long distance telephone costs and outside consultants. The schedule of hourly rates and expenses, if acceptable to Cascade, will be incorporated into a contract between the successful Proposer and Cascade. The contract will be subject to a “not to exceed” amount acceptable to both

parties. **The schedule of hourly rates and expenses should not be included in Proposer's submittal.**

Cascade's estimated budget for the work between 2024 and 2027 is \$450,000.

The contract shall be for a term of three (3) years. Cascade shall have the option to extend the contract term for two (2) additional one-year periods at its sole discretion.

Cascade intends to utilize its standard Consultant Agreement for this project. The Agreement is included as an attachment to this RFQ. 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 qualifications from other firms.

G. Insurance

Prior to execution of a Contract for services under this RFQ, the successful firm will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in Cascade's Consultant Contract attached to this RFQ. Consultant must maintain professional liability insurance for this scope of work with limits no less than \$5,000,000 per claim.

H. Rights Reserved by Cascade

This RFQ 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 SOQs and/or to reject any or all SOQs.
2. To extend the date for submittal of responses and to change or modify the RFQ schedule at any time.
3. To request additional information and data from any or all firms.
4. To supplement, amend, or otherwise modify the RFQ through addenda issued.
5. To cancel this RFQ with or without the substitution of another RFQ.
6. To reissue the RFQ.
7. To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the SOQs.
8. To reject any SOQ 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 RFQ process in the event only one SOQ is received by the deadline.
10. To establish a revised deadline for submission of SOQs in the event only one SOQ is received by the deadline.

I. *Public Disclosure*

1. Property of Cascade: Statements of Qualifications submitted to Cascade shall become the property of Cascade and shall not be returned to the firm.
2. Statements of Qualifications are Public Records: Pursuant to Chapter 42.56 RCW, SOQs submitted under this RFQ shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, SOQs 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 SOQ 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 SOQ. In addition, the firm must provide the legal basis for the exemption to Cascade.
4. Statements of Qualifications Not Marked as Confidential: If an SOQ does not clearly identify the confidential portions, Cascade will not notify the firm that its SOQ 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 SOQ 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 an SOQ, 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 RFQ, 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 RFQ.

N. *Funding Availability*

By responding to this RFQ, the firm acknowledges that for any contract signed as a result of this RFQ, the authority to proceed with the work is contingent upon the availability of funding.

Attachments:

- Consultant Agreement for Cascade Water Alliance

END OF RFQ INSTRUCTIONS