

CASCADE WATER ALLIANCE

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

SCADA & SECURITY IMPROVEMENTS PROJECT (PROJECT)

SECTION I: REQUEST FOR BID

Notice is hereby given that Bids will be received by Cascade Water Alliance (“Cascade”), 520 112th Avenue NE, Suite 400, Bellevue, WA 98004, or electronically by Paula Anderson at panderson@cascadewater.org.

Bids are due no later than **April 1, 2021 at 3:30 p.m.**, Pacific Standard Time (PST). In-person delivery of bids will only be accepted on April 1, 2021 between 1:00PM and 3:29PM (PST).

Cascade seeks a Contractor to furnish all labor, service, materials, and equipment necessary to complete the Project referenced above. The work shall include, but is not limited to, furnishing all labor, service, equipment and materials necessary to perform the following work: Improvements to the existing White River Lake Tapps Reservoir Supervisory Control and Data Acquisition (“SCADA”) and Security systems at the following seven (7) facilities: Powerhouse, Tunnel Intake, Forebay, Valvehouse, 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.

Attached to this Invitation is the Bid Form ([Exhibit 1](#)) and the Construction Contract ([Exhibit 2](#)). Cascade requires a Bid Guaranty for this Project ([Exhibit 3](#)). A Payment & Performance Bond ([Exhibit 4](#)) is also required as provided for in the Construction Contract (“Contract”). The apparent low Bidder(s) must provide the Certification of Compliance with Wage Payment Statutes form ([Exhibit 5](#)) and the Supplemental Responsibility criteria ([Exhibit 6](#)) as specified below.

Bids are to be submitted only on the Bid Form provided with the Contract Documents.

A MANDATORY pre-bid site visit will be held at the Cascade’s Powerhouse on **March 17, 2021 at 9:00 a.m.** to discuss the Work, permit requirements, phasing, access arrangements, and site safety responsibility among other things. The Powerhouse is located at 2111 E Valley Hwy, Sumner, WA and shown on the Vicinity Map ([Exhibit 7](#)). Attendance by bidders is required. Bidders not attending will be ineligible to bid the Project or receive an award of the Contract. In accordance with State of Washington COVID-19 Requirements, all attendees must comply with on-site safety protocol and should pre-register for the site visit with Henry Chen at hchen@cascadewater.org prior to the date of the pre-bid site visit.

The Plans and Specifications for the Project are confidential and exempt from disclosure under the Public Records Act, RCW 42.56.420. Accordingly, an authorized signatory for all bidders must execute a confidentiality agreement ([Exhibit 8](#)) as a condition of receiving the Plans and Specifications. Plans and Specifications will be released at the mandatory pre-bid site visit to bidders who have executed the confidentiality agreement. Bidders are encouraged to email the executed confidentiality agreement when pre-registering to ensure receipt of Plans and Specifications at the pre-bid site visit. Each bidder in attendance at the pre-bid site visit must present government issued identification.

Exhibits to this ITB:

1. [Exhibit 1](#) - Bid Form
2. [Exhibit 2](#) - Construction Contract with General Conditions

3. Exhibit 3 - Bid Guaranty Bond
4. Exhibit 4 - Payment and Performance Bond
5. Exhibit 5 - Wage Payment Compliance Certification
6. Exhibit 6 - Supplemental Responsibility Forms
7. Exhibit 7 - Vicinity Maps
8. Exhibit 8 - Confidentiality Agreement

SECTION II: GENERAL BIDDING CONSIDERATIONS

Examination of Contract Documents and Regulations

- A. Each Bidder shall thoroughly examine and be familiar with the Contract Documents including the terms and conditions, specifications, drawings, addenda (if any) and other requirements, which are contained in this solicitation package.
- B. Each Bidder has an obligation to notify Cascade in writing and prior to bid opening, of any ambiguity or inconsistency in or between the Contract Documents. Failure to notify Cascade prior to bid opening of any such ambiguity or inconsistency the Bidder discovered or may have discovered may result in the waiver of any and all rights of the Bidder to claim additional time or compensation.
- C. The submittal of a bid shall constitute an acknowledgment upon which Cascade may rely that the Bidder has obtained, thoroughly examined, and is familiar with the Contract Documents and has reviewed and inspected all applicable federal, state and local statutes, ordinances and regulations relating to the work and all permits which have been applied for and/or issued pertaining to the work.
- D. The failure or neglect of a Bidder to obtain, receive, or examine any of the Contract Documents, statutes, ordinances, regulations and permits may in no way relieve the Bidder from any obligations with respect to its bid or to the Contract. No claim for additional compensation or time will be allowed which is based upon a lack of knowledge or misunderstanding of any of the Contract Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated herein.

Addenda & Clarification of Contract Documents

- A. No oral clarification or interpretations will be made to any Bidder as to the meaning of the Contract Documents. Requests for clarifications shall be made in writing (via e-mail to Henry Chen at hchen@cascadewater.org) to Cascade at least seven (7) business days before the bid opening date (March 23, 2021 by 4 PM).
- B. Clarifications by Cascade will be in the form of addenda to the Contract Documents and when issued will be made available as is practicable to all planholders. All such addenda upon issuance by Cascade are part of the Contract Documents and any subsequently executed Contract. Bidders shall not rely upon any oral statements or conversations, whether at the pre-bid conference or otherwise, they may have with Cascade employees, agents, or representatives regarding the Contract Documents.
- C. Notice of addenda will be posted at the following internet address:
<https://cascadewater.org/water-supply/projects-rfqs-rfps/>

Inspection of Work Site

- A. Bidders shall carefully inspect and compare the work site and Contract Documents to satisfy themselves, by personal examination, physical testing or by such other means as they may prefer, of the location of the work, the actual physical conditions of the site, surface and subsurface

conditions, and conditions ordinarily encountered and generally recognized as inherent in the work. If, during the course or as a result of such inspection, examination and testing, a Bidder finds facts or conditions which appear to conflict with the letter or spirit of the Contract Documents, or with any other data or material made available to the Bidder relating to the work, the Bidder shall promptly notify Cascade in writing for additional information and clarification before submitting a bid. Failure to so notify Cascade prior to bid opening of any such facts or conditions shall result in a waiver of any and all rights of the Bidder to claim additional time or compensation, if the Contract is executed, relating to or arising from such facts or conditions.

- B. The submittal of a bid shall constitute the Bidder's acknowledgment, based on the Bidder's own knowledge, examination, inspection and testing as well as review of the Contract Documents, that the Bidder has satisfied itself as to the following: (1) the quality, character and quantity of subsurface conditions materials or obstacles to be encountered insofar as this information is reasonably ascertainable from the inspection of the site and Contract Documents, (2) access to the site, (3) environmental factors and mitigation requirements, (4) all other data, matters and conditions requisite to the fulfillment of the work, (5) conditions ordinarily expected to be encountered or generally recognized as inherent in the work, (6) requirements imposed by easements and permits, and (7) existing and available services and utilities at and in the vicinity of the site of the work and not on any representation or warranty of Cascade. No claim for additional compensation will be allowed which is based upon a misunderstanding or lack of knowledge, examination, inspection and/or testing of any of the above items by the Bidder.

Wages

- A. This Contract is subject to Chapters 39.12 and 49.28 RCW, amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements. Bidders shall examine and be familiar with such requirements. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Contractor or a failure to include in the Bidder's bid price adequate increases in such wages during the performance of this Contract.

Progress and Completion

- A. Time is of the essence for this Contract. Progress and completion of the work shall comply with all requirements herein, and intermediate and final completion dates as may be set forth in the specifications. The submittal of a bid constitutes the Bidder's acknowledgment that such intermediate and final completion requirements have been taken into account in formulating its bid for this work.

PREPARATION AND SUBMITTAL OF BIDS

General

- A. Bids shall be made on the forms listed in this Invitation. **The remainder of the Contract Documents do not have to be submitted.** Bidders are warned against making erasures or alterations of any kind to the bid. Bids which contain omissions, erasures or irregularities of any kind may be rejected. Any qualification, addition, limitation or provision attached to or contained in a bid may render the bid non-responsive.
- B. Bids received by email must be submitted by attachment and sent to the email address specified on page 1 prior to the specified time for opening. The email must clearly identify the title of the bid in the subject line with the following information in the body of the message: company name, address, telephone number, email address, and title of bid. Attachments will not be opened until the time of bid opening.
- C. In order to comply with social distancing practices, Cascade will only receive bids submitted by in-person physical delivery at the location and on the date and time period listed on page 1 of this Invitation to Bid. Bids submitted by U.S. Postal Service must be received by Cascade prior to the specified time for opening. Physical bids must be in a sealed envelope addressed to Cascade, clearly marked with company name, address, telephone number, title of bid, and time of opening.

- D. Bids remain confidential until bid opening after which Bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bid results will be made available as soon as practical following the bid opening at the time and date specified. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.
- E. All bids shall be signed by the Bidder, or the Bidder's authorized representative. If the bid is made:
 - By an individual, the Bidder's name, signature, and address must be shown;
 - By a partnership or joint venture, it shall contain the names of each partner, the mailing address of the partnership or joint venture and shall be signed in the firm name, followed by the signature of the person signing, indicating that person's position in the partnership or joint venture; or
 - By a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person who signs on behalf of the corporation must be shown.
- F. Cascade is not responsible for any cost incurred in response to this Invitation to Bid.
- G. Upon request of Cascade, the Bidder shall provide copies of the articles of incorporation, bylaws, resolutions of board of directors, partnership papers, joint venture agreements, and any other documents evidencing the legal status of the Bidder and the authority of the Bidder's officer or representative who signed the bid on behalf of the Bidder.
- H. Washington law requires the bidder to identify who will perform the HVAC, plumbing, electrical, structural steel installation, or rebar installation work, even if HVAC, plumbing, electrical, structural steel installation, or rebar installation is not specified in the Contract or is incidental to the specified work. The Bidder shall ensure that only one subcontractor is performing the same work in any area. If a subcontractor intends to use a lower tier subcontractor to perform the HVAC, plumbing, electrical work, structural steel installation, or rebar installation work, the Bidder need not identify the sub-subcontractor, but rather indicate that a lower tier subcontractor shall be performing the work.

Bid Price

- A. The bid price shall include everything necessary for the prosecution and completion of the work and fulfillment of the Contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendents, labor and services, and field design, except as may be provided otherwise in the Contract Documents.
- B. Estimated quantities, if any, set forth on the Form of Bid are estimates only, being given only as a basis for the comparison of bids, and Cascade does not warrant, expressly or by implication, that the actual amount of Work will correspond to the estimated quantities. Cascade reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as Cascade may deem necessary or appropriate. The basis of payment for unit price bid items for which estimated quantities were set forth on the Form of Bid shall be the actual number of unit items provided or performed under this Contract.
- C. **All prices shall be in legible figures written in ink or typed.** Lump sum bid items and unit price bid items shall be stated in United States of America dollars and cents omitting digits more than two places to the right of the decimal point (e.g., \$720.74).
- D. **The bid price shall include all costs necessitated by the COVID-19 pandemic, including but not limited to (i) costs to comply with current or future rules, regulations or laws concerning safety compliance and disease prevention and (ii) costs incurred due to disrupted or impacted crew activities or performance of work; provided, however, that in the event of unavoidable delay to the critical path of the Work caused by COVID-19 impacts unknown and unforeseeable at the time of bid submission then Cascade will grant an appropriate extension of the Contract Time upon timely request by Contractor.**

Taxes – Retail Sales

- A. The Work to be performed under this Contract constitutes a “retail sale” as such term is defined in RCW 82.04.050, and the Contract Price is subject to the State of Washington and local agency retail sales taxes. **However, Bidders shall not include such retail sales tax on the Contract Price in their bids.** Such retail sales tax will be calculated on the total Contract Price and Cascade will add retail sales tax (state and local) on each progress payment and final payment to the Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.

Bid Guaranty

- A. The bid shall be accompanied by a bid deposit in the amount equal to at least 5% of the Total Bid Price. The bid deposit shall be in one of the following formats and made payable to Cascade: (1) a bid guaranty bond, using either the form provided for herein or a form acceptable to Cascade which contains provisions substantially similar, duly completed by a guaranty company authorized to carry on business in the state of Washington; or (2) a postal money order, a certified check, or cashier’s check drawn upon a banking institution with a branch office in the state of Washington. The surety signing the bid guaranty bond shall be registered with the Washington State Insurance Commissioner, and the surety’s name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Failure to submit the required bid guaranty shall render the bid non-responsive and the bid shall be rejected.
- B. The amount payable to Cascade under the bid guaranty bond, or the certified or cashier’s check or postal money order and the amount thereof, as the case may be, shall be forfeited to Cascade in case of a failure or neglect of the Bidder to furnish, execute and deliver to Cascade the required Performance and Payment Bond and evidences of insurance and to enter into, execute and deliver to Cascade the Contract on the form provided in the Contract Documents within ten (10) calendar days after being notified in writing by Cascade that the Bidder has been selected and the Contract is ready for execution by the Bidder. Forfeiture of the bid guaranty shall not limit Cascade’s right to recover damages from the Bidder caused by the Bidder’s failure to execute the Contract.

Acknowledgement of Addenda

- A. Each Bidder shall include on the Form of Bid specific acknowledgment of receipt of all addenda issued during the bidding period.

BID EVALUATION AND REJECTION

Opening and Postponement of Opening

- A. Bids shall be publicly opened by Cascade at the date and time specified, at Cascade’s office. Bidders wishing to attend the bid opening shall do so via Zoom webinar only. Access is listed as follows:

When: April 1, 2021 03:30 PM Pacific Time (US and Canada)

Zoom Webinar

Topic: SCADA/Security Project Bid Opening

Join Zoom Meeting

<https://zoom.us/j/97722829940?pwd=R1I4dHBnVUpQRmg0ak5JOHhKYXg3UT09>

Meeting ID: 977 2282 9940

Passcode: 227432

One tap mobile

+12532158782,,97722829940#,,,,*227432# US (Tacoma)

+13462487799,,97722829940#,,,,*227432# US (Houston)

Dial by your location

- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)

Meeting ID: 977 2282 9940

Passcode: 227432

Find your local number: <https://zoom.us/j/97722829940>

- B. At the time and place set forth in the Invitation to Bid for the opening and reading of bids, each and every bid (except those which may have been properly withdrawn) received prior to the scheduled closing time for receipt of bids will be publicly opened and read aloud by Cascade, irrespective of any irregularities or informalities in such bid. The time and place set forth in the Invitation to Bid for opening and reading the bids may only be changed by addendum.
- C. Cascade reserves the right to postpone the date and time for opening of bids at any time prior to the opening of bids.

Modification and Withdrawal of Bids

- A. Modifications or withdrawal of bids already received will be considered only if the requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the bids. All modifications or withdrawals must be made in writing, over the signature of the Bidder.

Bid Extension

- A. Cascade reserves the right to request Bidders to grant an extension of the effective period of the bid. Such grant shall not be unreasonably withheld. If a Bidder pursues a protest and/or request for reconsideration, its bid is deemed extended until Cascade executes a contract, or until the protest or request for reconsideration is withdrawn by the Bidder.

Bid Errors, Informalities and Immaterial Irregularities

- A. Prices set forth in the bid will be reviewed by Cascade for mathematical accuracy.
- B. Cascade, in its sole discretion, reserves the right to waive minor bid errors, informalities, and immaterial irregularities when it is in Cascade's best interest and does not result in displacement of a low bidder.
- C. Cascade reserves the right to correct arithmetical errors and discrepancies between unit prices and extended amount and/or written words or numbers under the following circumstances:
 - The Bidder verifies the error and/or discrepancy;
 - Existence of the arithmetical error and/or discrepancy is ascertainable from the face of the bid;
 - The intended bid is ascertainable from the face of the bid; and
 - Correction of the arithmetical error and/or discrepancy does not result in displacement of a low Bidder.
- D. Where the bid is readily susceptible of being interpreted as offering either one of two prices shown on the face of the bid, one of which is low and the other is not, the bid must be rejected. If the evidence of the arithmetical error or discrepancy is clear and convincing the Bidder may be permitted to withdraw its bid.
- E. In the event a Bidder believes it made an error on its bid, the Bidder shall provide written notice of such claim. The Bidder shall provide to Cascade supporting evidence for such claim including cost breakdown sheets. Cascade reserves the right to require the submittal of other bid records or

information as Cascade may deem necessary to evaluate the Bidder's claim of error, or any error as may be identified by Cascade during its review of the bid.

- F. Any review by Cascade of a bid and/or any review of such a claim of bid error (including supporting evidence) creates no duty or liability on Cascade to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder or Contractor.

Bid Evaluation and Results

- A. Bids will be evaluated by Cascade to determine which bid is the lowest, responsive bid by a responsible Bidder.
- B. After the opening of bids, Cascade will either issue a notice of selection, reject all bids, or take such other action as may be in its best interest. A written notice of selection delivered to the Bidder in person, by US mail, UPS, email, or facsimile, will evidence the selection of the lowest responsive and responsible bid.

Qualifications of Bidders/Supplemental Responsibility Criteria

- A. The Bidder must meet both the minimum qualifications of RCW 39.04.350(1) and the Supplementary Bidder Responsibility Criteria to be considered a responsible bidder and qualified to be awarded this Contract. The Bidder will after bid opening and upon request of Cascade provide a completed Wage Payment Compliance Certification and written documentation that the Bidder or relevant Subcontractor meets the requirements listed below. Do not submit qualifications documentation with the Bid Form. The apparent low Bidder and possibly the second-low Bidder (upon request of Cascade) shall submit documentation using the forms provided in Exhibits 5 and 6 proving these requirements are met within 24 hours of receipt of the request by Cascade. If Cascade determines the Bidder does not meet the Bidder responsibility criteria and is therefore not a responsible Bidder, Cascade shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 48 hours of receipt of the Cascade's determination and Cascade will consider any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, Cascade will not execute a contract with any other Bidder until two business days after the Bidder determined to be not responsible has received the final determination.
 - 1. **Bidder Experience:** Provide the requested information for projects completed within the past specified number of years for each of the types listed below.
 - a) At least two (2) successful projects similar type, size and complexity to this Project, within the last three (3) years.
 - 2. **On-Site Superintendent Experience:** Provide the requested information for projects completed within the past specified number of years for each of the types listed below.
 - a) At least two (2) successful projects of similar type, size and complexity to this Project, and successfully completed those projects within the last three (3) years.

Rejection of Bids

- A. Bidders are advised that Cascade reserves the right to reject any and all bids at any time. Cascade also reserves the right to not execute the Contract even after the notice of selection has been issued. In submitting a bid, a Bidder acknowledges and agrees that it is not entitled to any compensation, costs, or damages relating to bid preparation or resulting from Cascade's decision to cancel the procurement or refusal to execute a contract.
- B. Cascade may reject any bid, any portion of any bid or all bids for any reason including, but not limited to: any bid which contains any omission, erasure or irregularity; any bid which has any qualification, addition, limitation, or provision attached to or contained in the bid; any bid lacking necessary detail and specificity; any bid which omits a price on any one or more items on the Form of Bid; any bid in which prices are unbalanced in the opinion of Cascade; any bid accompanied by insufficient or irregular bid guaranty; any bid found non-responsive by Cascade; any Bidder found by Cascade to be not responsible; any bid for which a Bidder fails or neglects to complete and submit any qualifications information within the time specified by Cascade and as may be otherwise

required herein; and, any bid submitted by a Bidder who is not registered or licensed as may be required by the laws of the state of Washington. In consideration for Cascade's review and evaluation of its bid, the Bidder waives and releases any claims against Cascade arising from rejection of any or all bids.

Collusion

If Cascade determines that collusion has occurred among the Bidders, none of the bids of the participants in such collusion will be considered. Cascade's determination of collusion shall be conclusive.

AWARD AND EXECUTION OF CONTRACT

General

- A. After the bid opening, Cascade will either accept a bid, reject all bids, or take such other action as may be in its best interest. Cascade reserves the right to request extensions of the bid acceptance period.
- B. Within ten (10) calendar days after the Bidder receives written notice of selection, the selected Bidder shall execute two (2) originals of the Contract and return them together with one (1) originals of the Performance and Payment Bond and one (1) original of the certificates of insurance with endorsements.

Performance and Payment Bonds

- A. The Bidder to whom Cascade issues the notice of selection for this Contract shall furnish one (1) original of the Performance and Payment Bond on the form provided herein, in the amount of 100% of the Contract Price, including any and all adjustments to the Contract Price, as security for the faithful performance and completion of the work. Such bond must be executed and sealed by a duly licensed surety(ies) which is registered with the Washington State Insurance Commissioner, and the surety's(ies') name shall appear in the current Authorized Insurance Company List in the state of Washington published by the Office of the Insurance Commissioner. The surety should be bound by an attorney-in-fact, preferably a resident of this County, but certainly of the State of Washington. The scope of the Performance and Payment Bond or the form herein prescribed shall in no way affect or alter the liabilities of the Contractor to Cascade under the terms of the Contract Documents. Cascade may require the surety(ies) to appear and qualify themselves upon the bond. If at any time Cascade determines, in its sole judgment, that the surety(ies) are insufficient, Cascade may require the Contractor to furnish additional surety in form and arrangement satisfactory to Cascade and in an amount not exceeding that originally required. Payments will not be made on the Contract until sufficient surety as required is furnished.

Insurance

Cascade has established certain insurance requirements set forth in the Contract. The Bidder to whom Cascade issues the notice of selection shall file with Cascade evidence of and certificates of insurance from insurer(s), as well as additional insured endorsements, certifying to the coverage of all insurance required herein. Cascade will not execute the Contract without approved Insurance documents. Failure to provide Insurance documents will result in the rejection of the Contractor's Bid.

Return of Bid Guaranties & Escrow Documentation

- A. All bid guaranties will be held until the Contract has been fully executed. Thereafter, bid guaranties will be returned to the respective Bidders. If Cascade upholds a Bidder's claim of error, the Bidder's bid guaranty will be returned with Cascade's final determination on the claim of error. Cascade will also return Bid Guaranties if all bids are rejected.
- B. Escrow Bid Documents, if required, will be returned to unsuccessful bidders along with bid guaranties. The successful bidder will have Escrow Bid Documents returned in accordance with the technical specification.