

STATE OF ALASKA

INVITATION TO BID (ITB)



WATER PIPE AND ACCESSORIES

ITB NUMBER 21-VSW-MTM-015

ISSUE DATE AUGUST 16, 2021

ONE TIME PURCHASE OF WATER PIPE AND ACCESSORIES

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal Government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

Evan Patterson Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE MBE/WBE Preference? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	
	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: evan.patterson@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS.....	4
SEC. 1.01 PURPOSE OF THE ITB	4
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.03 PRIOR EXPERIENCE	4
SEC. 1.04 INVITATION TO BID (ITB) REVIEW	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.06 SUBMITTING BIDS	4
SEC. 1.07 BID FORMS	5
SEC. 1.08 PRICES	6
SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY	6
SEC. 1.10 AMENDMENTS TO BIDS	6
SEC. 1.11 AMENDMENTS TO THE ITB	6
SEC. 1.12 ITB SCHEDULE	6
SEC. 1.13 ALTERNATE BIDS	6
SEC. 1.14 SUPPORTING INFORMATION	7
SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	7
SECTION 2. CONTRACT INFORMATION.....	8
SEC. 2.01 CONTRACT TERM	8
SEC. 2.02 CONTRACT ADMINISTRATION	8
SEC. 2.03 CONTRACT FUNDING	8
SEC. 2.04 CONTRACT EXTENSION.....	8
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	8
SEC. 2.06 SUBCONTRACTORS.....	8
SEC. 2.07 JOINT VENTURES.....	8
SEC. 2.08 CONTRACT PERFORMANCE LOCATION.....	8
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS.....	9
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS.....	9
SEC. 2.11 F.O.B. POINT.....	9
SEC. 2.12 SHIPPING DAMAGE.....	9
SEC. 2.13 DELIVERY TIME	9
SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	9
SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR.....	10
SEC. 2.16 ESTIMATED QUANTITIES	10
SEC. 2.17 INFORMAL DEBRIEFING	10
SEC. 2.18 INDEMNIFICATION	10
SEC. 2.19 INSURANCE.....	10
SECTION 3. CONTRACT INVOICING AND PAYMENTS	12
SEC. 3.01 BILLING INSTRUCTIONS	12
SEC. 3.02 PAYMENT FOR STATE PURCHASES	12
SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED.....	12
SECTION 4. EVALUATION AND CONTRACTOR SELECTION.....	13
SEC. 4.01 EVALUATION OF BIDS.....	13
SEC. 4.02 MBE / WBE PREFERENCE	13
SEC. 4.03 MBE / WBE CERTIFICATION	13

SEC. 4.04	EXTENSION OF PRICES.....	13
SEC. 4.05	METHOD OF AWARD	14
SEC. 4.06	BRAND AND MODEL OFFERED	14
SEC. 4.07	BRAND SPECIFIC.....	14
SEC. 4.08	NOTICE OF INTENT TO AWARD.....	14
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION.....	15
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	15
SEC. 5.02	AUTHORITY.....	15
SEC. 5.03	COMPLIANCE	15
SEC. 5.04	SUITABLE MATERIALS, ETC.	16
SEC. 5.05	SPECIFICATIONS.....	16
SEC. 5.06	CONTRACTOR SITE INSPECTION.....	16
SEC. 5.07	ORDER DOCUMENTS.....	16
SEC. 5.08	HUMAN TRAFFICKING	16
SEC. 5.09	RIGHT OF REJECTION	16
SEC. 5.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	17
SEC. 5.11	DISCLOSURE OF BID CONTENTS.....	17
SEC. 5.12	ASSIGNMENTS.....	17
SEC. 5.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	18
SEC. 5.14	DEFAULT	18
SEC. 5.15	DISPUTES	18
SEC. 5.16	SEVERABILITY	18
SEC. 5.17	CONTRACT CANCELLATION.....	18
SEC. 5.18	GOVERNING LAW; FORUM SELECTION	18
SEC. 5.19	SOLICITATION ADVERTISING	18
SEC. 5.20	QUALIFIED BIDDERS.....	19
SEC. 5.21	FEDERALLY IMPOSED TARIFFS	19
SEC. 5.22	BYRD ANTI – LOBBYING AMENDMENT.....	20
SEC. 5.23	FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.....	20
SEC. 5.24	PROTEST	20
SEC. 5.25	WRITTEN DETERMINATIONS.....	21
SECTION 6.	ATTACHMENTS.....	22
SEC. 6.01	ATTACHMENTS.....	22

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Environmental Conservation, Division of Water, Village Safe Water Program (department) is soliciting bids for the one time purchase water pipe and accessories for use on a project in Metlakatla, Alaska.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 10:00 AM Alaska Time on 9/7/2021, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

Section not used.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

SEC. 1.06 SUBMITTING BIDS

Bids shall be submitted via email, the bid may be emailed to april.akers@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at evan.patterson@alaska.gov to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. the Clean Air and Water Pollution Control Act;
- F. Copeland Anti-Kick Back Act;
- G. Solid Waste Disposal Act;
- H. Clean Water Act;
- I. Contract Work Hours and Safety Standards Act;
- J. Rehabilitation Act of 1973;
- K. Age Discrimination Act of 1976;
- L. Drug Free Workplace Act of 1988;
- M. all terms and conditions set out in this ITB;
- N. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- O. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [o] of this paragraph, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.08 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.10 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.11 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

SEC. 1.12 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		8/16/2021
Deadline for Receipt of Bids / Bid Due Date	10:00 AM AST	9/7/2021
Bid Evaluations Complete		9/8/2021
Notice of Intent to Award		9/8/2021
Contract Issued		9/20/2021

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Environmental Conservation, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.14 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award until completion.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Environmental Conservation, Division of Administrative Services.

SEC. 2.03 CONTRACT FUNDING

Payment for the contract is subject to funds already appropriated and identified.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed vendors place of business and Metlakatla, Alaska. The state will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

Contractor shall provide water pipe and accessories in accordance with the attached specifications.

SEC. 2.11 F.O.B. POINT

The F.O.B. point for this ITB will be the Metlakatla dock, Alaska. The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the state's order. The contractor will be required to prepay the freight charges from the F.O.B. point to the ultimate destination. The contractor may charge-back the freight charges from the F.O.B. point to the ultimate destination as a separate item on the state's invoice. These costs must be billed as a pass-through charge.

SEC. 2.12 SHIPPING DAMAGE

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.13 DELIVERY TIME

Bid items must be delivered to the F.O.B. Point no later than October 12, 2021.

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SEC. 2.16 ESTIMATED QUANTITIES

The quantities referenced in this ITB are firm.

SEC. 2.17 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

SEC. 2.18 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 2.19 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 3.02 PAYMENT FOR STATE PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 MBE / WBE PREFERENCE

A Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) preference of 5% will be applied to the total bid price. To receive the points, the qualified MBE / WBE bidder must provide evidence of certification and the work that they shall perform.

This procurement is funded in part or fully through federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. This solicitation incorporates a five-point preference for all qualified minority firms and women's business enterprises.

In order to be deemed a bona fide MBE / WBE a firm must be an independent business concern which is at least fifty-one percent (51%) owned and controlled by minority group members or women.

SEC. 4.03 MBE / WBE CERTIFICATION

In order to qualify for the Women's Business Enterprises (WBE) or Minority Business Enterprises (MBE), the business must obtain certification from any of the following organizations:

- United States Small Business Administration,
- United States Department of Transportation,
- Indian Tribal Governments,
- State/local Governments,
- Independent private organizations.

To qualify for the federal Environmental Protection Association, Disadvantaged Business Enterprises program, an entity must be certified, and such certification must meet the criteria as stipulated in 40 CFR §33.202 and/or §33.203.

Offerors may provide their MBE/WBE certification number on the proposal form. If a certification number is not available, then the offeror must provide a letter from the certifying agency verifying the offerors certification status.

SEC. 4.04 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.05 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. There are **6** lots. In order to be considered responsive for a lot, bidders must bid on all items within that lot.

SEC. 4.06 BRAND AND MODEL OFFERED

Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the bid non-responsive and reject the bid.

SEC. 4.07 BRAND SPECIFIC

Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed. In this ITB, Lot **3 - Hydrants**, Item **1**, is to be the brand and model specified, no substitutions will be allowed.

SEC. 4.08 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.02 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

SEC. 5.03 COMPLIANCE

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SEC. 5.06 CONTRACTOR SITE INSPECTION

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 5.07 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.08 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

SEC. 5.09 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.11 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 5.12 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.14 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may procurement the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

SEC. 5.15 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 5.16 SEVERABILITY

If any provision of the contract or agreement is found to be invalid or declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 5.17 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.18 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.19 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 5.20 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.22 BYRD ANTI – LOBBYING AMENDMENT

The Contractor and subcontractor agree to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352). A certification **must be completed and submitted by the Contractor and Subcontractor prior to award**. If the Contractor and or subcontractors do not complete the Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions shall be disqualified from consideration. This form will be required to be submitted during annual renewals of the contract.

SEC. 5.23 FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal or bid (by the offeror or bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions **must be completed and submitted by the Contractor and Subcontractor prior to award**. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). This form will be required to be submitted during annual renewals of the contract.

SEC. 5.24 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 5.25 WRITTEN DETERMINATIONS

The following is a list of written determinations affecting this solicitation.

1. Section 4.07 Brand Specific: This item is designated brand specific in order to maintain the same brand that's already in use by the community. The community operators are familiar using this brand and are able to keep the same spare parts available.
2. Section 4.02 MBE / WBE Preference: Federal funds from the Environmental Protection Agency (EPA) are being utilized for this procurement. The department shall comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.
3. EPA funds are being utilized for this procurement and grant conditions specify "The recipient agrees to comply with the current EPA general terms and conditions". The department is excluding State preferences in accordance with 2 CFR 200.319(b).

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Schedule
- 2) Section 331000 – Part 2 – Products Water Lines
- 3) Federal Debarment
- 4) Certification and Disclosure

Bid Schedule - 22-VSW-MTM-015

Legend:

MJ = Mechanical Joint

FL = Flange

* = It is responsibility of supplier to request substitutions as an or equal.

** = Manufacturers Literature or cut sheets for pipe, valves, MJ adaptors, etc are required.

Lot 1 - Valves Section 33 10 00, Part 2.04 Gate Valves					
Item #	Description	Quantity	Unit	Unit Price	Extended Price
1	14" FL x MJ Gate valve 150 psi class**	4	Each	\$	\$
2	8" FL x MJ Gate valve, 150 psi class**	11	Each	\$	\$
3	6" FL x MJ gate valve, 150 psi class**	7	Each	\$	\$
4	Shipping to F.O.B. Point		Lump Sum		\$
5	Subtotal (items 1 through 4 = item 5)				\$
6	MBE/WBE Preference, if applicable (5% of item 5 = item 6)				\$
7	Lot 1 Total for evaluation purposes (item 5 - item 6 = item 7)				\$
Lot 2 - Water Main and Services Pipe Section 33 10 00, Part 2					
Item #	Description	Quantity	Unit	Unit Price	Extended Price
1	14x14x8 DIP FL Tee, 150 psi class	2	Each	\$	\$
2	8x8x8 DIP FL Tee, 150 psi class	5	Each	\$	\$
3	8x8x6 DIP MJ x MJ x FL Tee, 150 psi class	4	Each	\$	\$
4	8x6 DIP FL x MJ reducer, 150 psi class	3	Each	\$	\$
5	14" DIP MJ x MJ sleeve, 150 psi class	2	each	\$	\$
6	8" DIP MJxMJ sleeve, 150 psi class	4	Each	\$	\$
7	C900 PVC 8-inch DR 25 11.25 deg bend (GxS)	4	Each	\$	\$
8	C900 PVC 8-inch DR 25, 11.25 deg bend (GxG)	2	Each	\$	\$
9	C900 PVC 8-inch DR 25, 22.5 deg bend (GxG)	4	Each	\$	\$
10	C900 PVC 8-inch DR 25 45 deg bend (GxG)	4	Each	\$	\$
11	C900 PVC 8-inch DR 25 90 deg bend (GxG)	1	Each	\$	\$
12	C900 PVC 8-inch DR 25 Water Main	2800	Linear Feet	\$	\$
13	1" HDPE SDR 11, IPS OD, waterline	2400	Linear Feet	\$	\$
14	Shipping to F.O.B. Point		1	Lump Sum	
15	Subtotal (items 1 through 14 = item 15)				\$
16	MBE/WBE Preference, if applicable (5% of item 15 = item 16)				\$
17	Lot 2 Total for evaluation purposes (item 15 - item 16 = item 17)				\$
Lot 3 - Hydrants Section 33 10 00, Part 2.10 Fire Hydrant					
Item #	Description	Quantity	Unit	Unit Price	Extended Price
1	Brand Specific: Mueller Modern Centurion Hydrant. See specification.	7	Each	\$	\$
2	12 x 12 x 3/4 HDPE plates	7	Each	\$	\$
3	6" DI pipe, 350 psi class**	70	Linear Feet	\$	\$
4	Shipping to F.O.B. Point		1	Lump Sum	
5	Subtotal (items 1 through 4 = item 5)				\$
6	MBE/WBE Preference, if applicable (5% of item 5 = item 6)				\$

Bid Schedule - 22-VSW-MTM-015

Legend:

MJ = Mechanical Joint

FL = Flange

* = It is responsibility of supplier to request substitutions as an or equal.

** = Manufacturers Literature or cut sheets for pipe, valves, MJ adaptors, etc are required.

7	Lot 3 Total for evaluation purposes (item 5 - item 6 = item 7)				\$
Lot 4 - Air Relief Valve					
Section 33 10 00, Part 2.08 Combination / Vacuum Relief Valve					
Item #	Description	Quantity	Unit	Unit Price	Extended Price
1	Air relief valve, 2-inch Valmatic Model 202C.2 with #a6 SS float, trim, and CF8M Stainless body or State approved equal*.	2	Each	\$	\$
Enter the brand and model offered:					
2	Shipping to F.O.B. Point	1	Lump Sum		\$
3	Subtotal (items 1 through 2 = item 3)				\$
4	MBE/WBE Preference, if applicable (5% of item 3 = item 4)				\$
5	Lot 4 Total for evaluation purposes (item 3 - item 4 = item 5)				\$
Lot 5 - Water Service Fittings					
Section 33 10 00, Part 2.04 Valve Boxes, 2.05 Service Valve Boxes, 2.06 Water Service Fittings					
Item #	Description	Quantity	Unit	Unit Price	Extended Price
1	1" Corporation valve, Mueller 300 Ball Corporation Valve(V-25058N) or Ford Ballcorp 1" MIP inlet by 1" pack joint for 1" IPS SDR 11 HDPE (FB1102-4-NL), or State Approved Equal.	52	Each	\$	\$
Enter brand and model offered:					
2	1" FPT service saddle for 8-inch C900 pipe, Romac Style 202BS, ~ 9.05" x 1" FIP, or State Approved Equal.	52	Each	\$	\$
Enter brand and model offered:					
3	1" Ball Valve Curb Stop with Pack Joint for 1" IPS HDPE SDR 11 pipe both ends, Ford Ball Valve B77-444-NL, or Mueller 300 Ball Curb Valve, V-25226N, or State Approved Equal.	52	Each	\$	\$
Enter brand and model offered:					
4	Inserts for 1" SDR 11 HDPE IPS Pack Joint fittings: Ford insert 53-72 or Mueller part # 505142, or State approved equal.	360	Each	\$	\$
Enter brand and model offered:					
5	Extension type Curb Stop service boxes, Ford Box EA2-50-50-42R, Mueller Box H10385 w/ 48" full extended length, and part 84154 (42") stationary rod, or State approved equal. *	52	Each	\$	\$
Enter brand and model offered:					
6	Mainline water boxes - Slip Type with Lug Caps.	22	Each	\$	\$
7	Shipping to F.O.B. Point	1	Lump Sum		\$
8	Subtotal (items 1 through 7 = item 8)				\$
9	MBE/WBE Preference, if applicable (5% of item 8 = item 9)				\$
10	Lot 5 Total for evaluation purposes (item 8 - item 9 = item 10)				\$

Bid Schedule - 22-VSW-MTM-015

Legend:**MJ = Mechanical Joint****FL = Flange***** = It is responsibility of supplier to request substitutions as an or equal.****** = Manufacturers Literature or cut sheets for pipe, valves, MJ adaptors, etc are required.**

Lot 6 - Bolt Kits Section 33 10 00, Part 2.10, Joint Restraint					
Item #	Description	Quantity	Unit	Unit Price	Extended Price
1	14 -inch Mechanical Joint Assembly to Steel Pipe, Megalug Series 2000pv, EBBA Iron, Inc, or Split Stargrip Series 4000, Star Pipe Products, or State approved equal. Assembly shall include: One each DI gland, One each gasket for Muni water application and Steel pipe, and proper number of steel T-bolts and nuts for each MJ pipe fitting face	5	Each	\$	\$
2	8-inch Mechanical Joint Assembly for C900 PVC Pipe, Megalug Series 2000pv, EBBA Iron, Inc, or Split Stargrip Series 4000, Star Pipe Products, or State approved equal. Assembly shall include: One each DI gland, One each gasket for Muni water application and C900 PVC pipe, and proper number of steel T-bolts and nuts for each MJ pipe fitting face	30	Each	\$	\$
3	6-inch Mechanical Joint Assembly to DI Pipe, Megalug Series 1100, EBBA Iron, Inc, or Split Stargrip Series 3000, Star Pipe Products, or State approved equal. Assembly shall include: One each DI gland, One each gasket for Muni water application and DI pipe, and proper number of steel T-bolts and nuts for each MJ pipe fitting face	25	Each	\$	\$
Enter brand and model offered of each size Mechanical Joint assembly (Items 1 - 3):					
4	14" FL Bolt kit, 150 psi class. Kit shall include flange gasket and proper number of Hot Dip Galvanized Bolts and nuts for 14" 150 psi flange kit. **	5	Each	\$	\$
5	8" FL Bolt kit, 150 psi class. Kit shall include flange gasket and proper number of steel bolts and nuts for 8" 150 psi flange kit. **	20	Each	\$	\$
6	6" FL Bolt kit, 150 psi class. Kit shall include flange gasket and proper number of steel bolts and nuts for 6" 150 psi flange kit. **	15	Each	\$	\$
7	Buried water line tape	5500	Linear Feet	\$	\$
8	Quart can Pipe Gasket lubricant	10	Each	\$	\$
9	40oz Thread paste	2	Each	\$	\$
10	Shipping to F.O.B. Point	1	Lump Sum		\$
11	Subtotal (items 1 through 10 = item 11)				\$
12	MBE/WBE Preference, if applicable (5% of item 11 = item 12)				\$
13	Lot 6 Total for evaluation purposes (item 11 - item 12 = item 13)				\$

SECTION 331000 – Part 2 -- Products
WATER LINES

2. PRODUCTS

2.01 C900 PIPE AND FITTINGS

- A. C900 PVC pipe shall conform to AWWA C900 and shall be DR-25 (165 psi) minimum, unless otherwise specified. Pipe shall be made of compounds conforming to ASTM D1784 with a cell classification of 12454. 8-inch OD = 9.050 inches,
- B. Joints shall be mechanical joint or push-on joint with a bell that conforms to ASTM D3139 and a gasket that conforms to ASTM F477.
- C. Pipe shall be potable water pipe manufactured from National Sanitation Foundation (NSF) approved compounds.

2.02 POLYETHYLENE PIPE (2 INCHES AND SMALLER)

- A. Polyethylene plastic pipe shall conform to ASTM D2737 manufactured with PE 3408 material.
- B. Wall thickness shall be equal to a standard dimension ratio of 11.
- C. Pipe shall bear the National Sanitation Foundation Seal for use to transport potable water.
- D. Fittings shall be brass flare or compression type not requiring heat, flame, cement or solvent weld to effect a seal.
- E. Pipe shall be Iron Pipe Size (IPS) outside diameter.

2.03 DUCTILE IRON PIPE AND FITTINGS

- A. Ductile Iron Pipe shall be Pressure Class 350

2.04 GATE VALVES

- A. Gate Valves:
 - 1. Gate valves shall conform to AWWA C509 and shall be iron body, resilient seat type. All bolts are to be greased prior to installation.
 - 2. Valves shall be non-rising stem, counterclockwise opening, with standard square stem nuts.
 - 3. Provide exterior bituminous coating for buried service. Provide epoxy coating, 10mil DFT, for exposed service.

4. Enclosed, bevel gear-case operators shall be provided for valves 14 inches or larger.
5. All valves must have a fully unobstructed flow way free of cavities or projections. The sealing mechanism is withdrawn from the waterway in the full open position.
6. All valves must be equipped with a replaceable, internally reinforced specially contoured molded rubber disc seat ring attached to the face of the disc with self-locking stainless steel screws.
7. All valves shall be equipped with solid guide lugs on the disc to provide for a positive stop.
8. All valves must pressure test at 200 psi.

2.05 VALVE BOXES

This section applies to valves 2 inches and larger

Valve boxes for buried service shall be Seattle Slip Type with Lug Caps. Valve boxes shall provide a minimum of 12 inches of adjustment after installation. The overlapping areas of the sliding extension shall be lubricated with grease prior to installation.

2.06 SERVICE VALVE BOXES

This section applies to valves 1-1/2 inches and smaller.

Extension Type Curb box for buried curb stop valve service shall be Ford EA2-40-50-42R, which includes cast iron with an Arch Box base fitting over 1-inch ball valve curb stop, 4'-0" extended length over the arch housing, and 1-1/4" diameter upper section, and 42" stationary operating rod, or Mueller H10385 (extended box length @ 48", and part 84154 stationary rod (45"). Other curb stop valve box housing and operator assembly are subject to State approval.

2.07 WATER SERVICE FITTINGS

Curb stops, corporation stops, adapters and fittings for HDPE service lines shall be heavy brass and bronze alloys conforming to ASTM B62; manufactured and tested to ANSI/AWWA C800 standard.

- A. All curb or corporation stop valves shall be quarter turn valve and the fully open and closed positions shall be controlled by high strength check lugs which are integral parts of the key and body. Integral tee head and plug for solid one-piece strength. Full opening round port with port O-rings. Top and bottom O-rings for positive pressure sealing and easy turning. The maximum pressure rating shall be 175 psig water at a maximum temperature of 180 °F.

Curb stop plug shall be coated with antifriction fluorocarbon to reduce the possibility of sticking or freezing.

- B. Corporation valve shall be 1" MIP x 1" pack joint for IPS 1" HDPE. Mueller 300 Ball Corporation Valve, Ford Ball Valve, or State approved equivalent.
- C. Curb valve shall be Ball Valve, 1" pack joint x 1" pack joint, for IPS HDPE, Ford B77—444-NL, including insert for SDR 11 HDPE pipe, or Mueller 300 Ball Corp Curb Valve, Mueller pack joint connection for IPS PVC, part # V-25226N.
 - a. Liner or insert shall be Ford Insert-53-72 for 1" IPS HDPE SDR 11, or Mueller IPS PE OD controlled DR11 part # 505142.

2.08 SERVICE SADDLES - BURIED LOCATIONS

- A. Service saddles for C900 pipe to 24-inch diameter shall be iron, Romac Style 202BS, bronze w/ double stainless straps or State Approved Equal.

2.09 COMBINATION AIR/ VACUUM RELIEF VALVE

Combination air/vacuum relief valve shall be a 2 inch Valmatic Model 202C.2 w/ 316 SS float, trim, and CF8M stainless body or State approved equivalent.

2.10 MECHANICAL JOINT ASSEMBLIES

Restraint devices for nominal pipe sizes 4" through 24" shall consist of multiple gripping wedge incorporated into a follower gland shall meet or exceed the performance specifications of: application requirements of AWWA C110(ANSI-A21.10) or latest revision thereof, AWWA C153 (ANSI-A21.53) or latest revision thereof, AWWA C111 (ANSI-A21.11) or latest revision thereof. Material supplied must have ISO 9001 or later certification, or poured in a foundry located in the U.S.A. Affidavit of compliance to this specification shall be available upon request. Gland: Ductile iron conforming to the applicable provisions of AWWA C 111 (ANSI-A21.11) and ASTM A 536. BO

Flexibility of joint shall be maintained after burial. Twist-off nuts shall be used to ensure correct bolt torque. Glands shall be designed for a 250 psi. Working pressure with a 2:1 factor of safety.

- A. C900 PVC MJ Fittings - 8-inch Mechanical joint restraint shall affix C900 pipe to the MJ adaptors on valves and pipe. Acceptable MJ assemblies include (i) Megalug Series 2000pv, EBBA Iron, Inc, (ii) Split Stargrip Series 4000, Star Pipe Products, or State approved equal.
- B. DI Pipe MJ Fittings – 6-inch MJ restraint shall affix DI Pipe to the MJ adaptors on valves and hydrants. Acceptable MJ assemblies include (i) Megalug Series

1100, EBBA Iron, Inc, (ii) Split Stargrip Series 3000, Star Pipe Products, or State approved equal.

- C. 14-inch Steel Pipe MJ Fittings – 14 inch MJ restraint shall affix steel pipe to the MJ adaptors on the valves. Acceptable MJ assemblies include (i) Megalug Series 1100, EBBA Iron, Inc, (ii) Split Stargrip Series 3000, Star Pipe Products, or State approved equal.

Each Mechanical Joint Assembly shall include

- One (1) ductile iron gland
- One (1) rubber gasket
- Proper number of Steel T-bolts and nuts for each MJ pipe fitting face.

2.11 FIRE HYDRANT

- A. Fire hydrants shall conform to AWWA C502 and shall be Mueller Super Centurian with two each 3-1/2-inch National Standard Hose Thread and one 5-inch Storz Connection.
- B. Hydrants, if required, will be furnished by the Owner and installed by the Contractor. Owner-furnished hydrants will not include gaskets, bolts, or follower glands for inlets. This hardware is to be furnished by the Contractor.
- C. Hydrants shall be field painted above the bury line after installation with two coats of paint matching the Owner's standard.
- D. Detailed hydrant specifications are as follows:
1. The operating nut shall be bronze, non-rising, pentagonal in shape. Pentagon shall have a depth of at least one and one-quarter inch. The hold down nut shall be concealed by a "weather cap," or shall incorporate a resilient weather seal protecting the operating mechanism from the elements. The direction of opening shall be clearly embossed near the operating nut.
 2. A lubrication chamber shall be provided, sealed top and bottom with "O" rings and filled with a non-toxic lubricant which shall remain fluid through a temperature range of 60 degrees to +150 degrees. The design shall be such that the thrust collar and the threaded operating parts are automatically lubricated each time the hydrant is cycled.
 3. There shall not be less than two "O" rings separating the oil reservoir from the waterway and that portion of the stem contacting these "O" rings shall be sleeved with bronze. An anti-friction device shall be in place above the thrust collar to further minimize

operating torque. 02660-10

4. The hydrant bonnet shall be attached to the upper barrel by not less than eight bolts and nuts, and with a cloth inserted flat rubber gasket as a pressure seal.
5. Hydrants shall be "three way," having two 3-1/2-inch hose nozzles with National Standard Threads and one 5-inch Storz Connections. Nozzles shall thread counterclockwise into hydrant barrel utilizing "O" ring pressure seals. A suitable nozzle lock shall be in place to prevent inadvertent nozzle removal.
6. Hydrants shall be "traffic model" upper and lower barrels joined approximately 2 inches above the groundline by a separate and breakable "swivel" flange providing 360 degree rotation of upper barrel for proper nozzle facing. This flange shall employ not less than eight bolts. The pressure seal between the barrels shall be a cloth inserted flat rubber gasket. The groundline, which shall be clearly embossed on the lower barrel, shall be not less than 18 inches from the centerline of the lowest nozzle.
7. Main valves shall be "compression" type, closing with the pressure and shall not be less than 5-1/4-inch diameter. Composition of the main valve shall be molded rubber or neoprene having a durometer hardness of 94 ± 5 and shall be not less than 1-inch thick.
8. Hydrants shall be equipped with drain valves which drain the barrel when the hydrant is closed and seal shut when the hydrant is opened. These drain valves shall be an integral part of the one-piece bronze upper valve plate. They shall operate without the use of springs, toggles, tubes, levers, or other intricate synchronizing mechanism.
9. The upper valve plate, seat ring and drain ring (shoe bushing) must be bronze (ASTM B62) and work in conjunction to form an all bronze drainway. Two drain openings are required and, if they are in the cast iron shoe, they must be bronze lined.
10. The bronze seat ring shall thread into a bronze drain ring (or shoe bushing) providing bronze-to-bronze connection. Seat ring seals shall be "O" rings.
11. The 6-inch shoe connection shall have ample blocking pads for sturdy setting. A minimum of six bolts and nuts is required to fasten the shoe to the lower barrel.
12. The interior of the shoe, including the lower valve plate and stem cap nut, shall have a protective coating of a two-part thermosetting epoxy

of at least 4 mils. If a stem cap is utilized, a stainless steel lock washer or similar non-corrosive device must lock it in place.

13. Hydrant shall have a working pressure rating of 200 psig and be tested at 400 psig.
14. Hydrants shall be warranted by the manufacturer against defects in materials or workmanship for a period of 10 years from the date of manufacture.

2.12 PVC PLATE

The plate or block for placement under service valves shall be 3/4-inch-thick high-density polyvinyl chloride or polypropylene; 12-inches x 12-inches.

2.13 LOCATING WIRE & DETECTOR TAPE

The Contractor shall supply all locating wire and detector tape. For PVC installations, the copper locating wire shall be No. 8 gauge for PVC mainlines and No. 12 gauge, coated wire for HDPE service lines. For both HDPE and Ductile Iron installations, detection tape shall be composed of a solid aluminum foil encased in a protective plastic jacket. Tapes shall be color coded in accordance with AWWA color codes with the following legends: Water Systems, Safety Precaution Blue "Caution, Water Line Buried Below". Tape shall be permanently printed with no surface printing allowed. Tape width shall be a minimum of 3-inches. Tape shall be Lineguard Type II Detectatape, or State approved equivalent.

Federal Debarment Certification Form

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Federal Debarment Certification Form Instructions

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The contractor and any subcontractors must return this completed certification form to the contract administering office.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (Type or Print)

TITLE:

(signature)

(date)

FAR 52.203-11**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)** (a) *Definitions*. As used in this provision—"Lobbying contact" has the meaning provided at [2](#)

[U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) *Certification*. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

CONSENT TO USE OF ELECTRONIC SIGNATURES

BY CHECKING HERE, I AGREE TO THE USE OF ELECTRONIC SIGNATURES AS VALID, LEGALLY BINDING SUBSTITUTES FOR ORIGINAL, HANDWRITTEN SIGNATURES ON THIS DOCUMENT.

Company _____

Name (signature) _____

Name (printed) _____

Title _____ Date of execution _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.