

STATE OF ALASKA INVITATION TO BID (ITB)



ARCTIC PIPE AND FITTINGS FOR WASTEWATER IMPROVEMENTS IN MCGRATH, ALASKA

ITB NUMBER 23-VSW-MCG-021

4/4/2023

ONE TIME PURCHASE OF ARCTIC PIPE AND FITTINGS

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.

John McDonald Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE MBE / WBE BIDDER'S PREFERENCE? [] YES [] NO
Phone: (907) 269-7602	_____ AUTHORIZED SIGNATURE	
	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: john.mcdonald@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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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 of various sized arctic pipe and fittings for McGrath, Alaska.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 PM Alaska Time on 4/25/2023, 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

No specific minimums have been set for this ITB.

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 SITE INSPECTION

Section not used.

SEC. 1.07 SUBMITTING BIDS

If submitting a bid via email, the bid may be emailed to evan.patterson@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 907-269-7674 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 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. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.
- H. Clean Air Act;
- I. Clean Water Act;
- J. Contract Work Hours and Safety Standards Act;
- K. Rehabilitation Act of 1973;
- L. Age Discrimination Act of 1976;
- M. Drug Free Workplace Act of 1988;
- N. All terms and conditions set out in this ITB;
- O. The price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- P. That the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [p] 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. 1.09 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. 1.10 PRE-BID CONFERENCE

Section not used.

SEC. 1.11 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. 1.12 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. 1.13 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. 1.14 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		4/4/2023
Deadline for Receipt of Bids / Bid Due Date	2:00PM	4/25/2023
Bid Evaluations Complete		5/1/2023
Notice of Intent to Award		5/2/2023
Contract Issued		5/12/2023

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. 1.15 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. 1.16 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. 1.17 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, approximately 5/12/2023, 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 McGrath, 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

The contractor shall provide and deliver various artic pipe and fittings as described in the attached bid schedule and specifications.

SEC. 2.11 F.O.B. POINT

The F.O.B. point for this ITB will be at the barge landing in McGrath, 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 7/15/2023.

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing 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. The department expects to make this purchase approximately 3/28/2023. The state does not guarantee any minimum or maximum purchase.

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

Section not used.

SEC. 2.18 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. 2.19 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. 2.20 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.

SEC. 2.21 MANDATORY REPORTING

Section not used.

SEC. 2.22 AMERICAN IRON AND STEEL REQUIREMENTS

This procurement is partially / fully funded by the United States Department of Agriculture, Rural Development. The item(s) identified in the bid schedule are subject to American Iron and Steel (AIS) requirements. The contractor shall follow the attached AIS requirements.

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 PROMPT PAYMENT FOR STATE PURCHASES

Section not used.

SEC. 3.04 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 APPLICATION OF PREFERENCES

Section not used.

SEC. 4.03 ALASKA BIDDER PREFERENCE

Section not used.

SEC. 4.04 ALASKA VETERAN PREFERENCE

Section not used.

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

Section not used.

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

Section not used.

SEC. 4.07 ALASKA PRODUCT PREFERENCE

Section not used.

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

Section not used.

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

Section not used.

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

Section not used.

SEC. 4.11 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. 4.12 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. 4.13 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. 4.14 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

SEC. 4.15 CONTRACTOR SELECTION PROCESS

Section not used.

SEC. 4.16 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 ITB;
- 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

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 4.11 MBE / WBE Preference: Federal funds from the United States Department of Agriculture Rural Development (USDA-RD) are being utilized for this procurement. The department is excluding state preferences in accordance with 2 CFR 200.319(c).

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Schedule
- 2) Specifications
- 3) Federal Debarment
- 4) Certification Regarding Lobbying
- 5) AIS Requirements

BID SCHEDULE

Bidders must complete and submit this bid schedule with their bid. Bidders shall not modify the bid schedule.

Item	Description	Unit	Quantity	Unit Cost (\$)	Total Cost (\$)
A	Pre-insulated Arctic Pipe, HDPE DR11 Core Pipe with Helical seam, Aluminum Jacket, 2"x8", with HT Channel, Spigot x Spigot, 20 Foot Length QTY 1800 (Pressure Sewer Service)	Feet	1800	\$	\$
B	Pre-insulated Arctic Pipe, HDPE DR17 Core Pipe with Helical seam, Aluminum Jacket, 6"x12", with Spigot x Push om Joint, 20 Foot Length QTY 300 (Sewer Service Line Risers)	Feet	300	\$	\$
C	Pre-insulated Arctic Pipe, HDPE DR17 Core Pipe with Helical seam, Aluminum Jacket, 4"x12", with HT Channel, Spigot x Push om Joint, 20 Foot Length QTY 60 (Gravity Sewer Pipe)	Feet	60	\$	\$
D	Pre-insulated 45-Degree Elbow, 2"x8", HDPE DR11 Core Pipe, Helical Seam Aluminum Jacket, with HT Channel, Spigot x Spigot	Each	6	\$	\$
E	Pre-insulated 90-Degree Elbow, 2"x8", HDPE DR11 Core Pipe, Helical Seam Aluminum Jacket, with HT Channel, Spigot x Spigot	Each	4	\$	\$
F	Pre-insulated 2"x2"x2" Wye, 2"x8", HDPE DR11 Core Pipe, Helical Seam Aluminum Jacket, with HT Channel, Spigot x Spigot x Spigot	Each	1	\$	\$
G	Pre-insulated 2"x8" Double Cleanout Assembly HDPE DR11 Core Pipe, Helical Seam Aluminum Jaket, With HT Channel, Spigot x Spigot x Spigot, with EPDM Foam Insulation Caps and Aluminum Covers See Detail 5/C5.5	Each	1	\$	\$
H	Pipe Coupling Band - Pressure Sewer Service Line. 16 Ga. Aluminum, Nominal 8" OD x 36" Long, with Bolts & Nuts (AIS Certification Required)	Each	100	\$	\$
I	Insulation Half Shells, 4"x8"x23" Long, with HT Channel to Match Pipe.	Pair	100	\$	\$
J	EPDM Foam Insulation Doughnuts, 4.5" ID x 12" OD X 2" Thick, Grade 2A1 Black EPT (3091, 100% EPDM Sponge)	Each	5	\$	\$
K	Bare HDPE Pipe, DR11, 6" Diameter, 20' Lengths.	Feet	200	\$	\$
L	HDPE End Caps	Each	30	\$	\$
M	Shipping to F.O.B. Point	Lump Sum			\$
N	Subtotal (A through M = N)				\$
O	5% MBE / WBE Preference, if applicable (N x 0.05 = O)				\$
P	Total Bid Price for Evaluation Purposes only (N - O= P)				\$



TECHNICAL SPECIFICATIONS FOR INSULATED PIPE AND FITTINGS

Revision Date July 24, 2017
Modified January 16, 2023
for McGrath Sewer Project
by CE2 Engineers, Inc.

PART I GENERAL

1.1 The Contractor shall supply insulated pipe and fittings with heat trace channels for use in water and forced sewage applications. The minimum service temperature range of all individual components and final products shall be -40 to 100°F unless otherwise specified. All pipe and fittings shall be capable of withstanding the cyclic freezing of water under its rated service pressure without breaks, leaks, gross deformities or impaired service characteristics. The pipe and fittings shall consist of an HDPE SDR 11 core pipe insulated with polyurethane insulation and protected with an outer jacket of 175-mil HDPE, per the bid schedule.

1.2 REFERENCES

- A. The following specifications are referenced in this document and shall be considered integral to this specification:

2004 CSI Master Format number 33 11 00 (water utility distribution piping)

ASTM C177	Thermal transmission (guarded hot-plate apparatus)
ASTM C273	Shear properties of sandwich-core materials
ASTM C518	Thermal transmission (heat flow meter apparatus)
ASTM D1248	Polyethylene (PE) extrusion materials – wire and cable
ASTM D1621	Compressive properties of rigid cellular plastics
ASTM D1622	Apparent density of rigid cellular plastics
ASTM D1784	Rigid PVC Compounds and CPVC Compounds
ASTM D2126	Response of rigid cellular plastics to thermal humid aging (thermal dimensional stability)
ASTM D2657	Heat Joining Polyolefin Pipe and Fittings
ASTM D2837	Obtaining pressure design basis for thermoplastic pipe products
ASTM D2842	Water absorption of rigid cellular plastics
ASTM D3139	Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
ASTM D3350	Specification for Polyethylene Plastic Pipe and Fittings Materials
ASTM E96	Water vapor transmission of rigid cellular plastics
ASTM E398	Water vapor transmission rate of sheet materials (dynamic relative humidity measurement)
ASTM F477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F714	Polyethylene (PE) plastic pipe (SDR-PR) – based on outside diameter
AWWA C901	Polyethylene Pressure Pipe and Tubing, 1/2-inch through 3-inch for Water Service
AWWA C906	Polyethylene Pressure Pipe and Fittings, 4-inch through 63-inch for Water Distribution and Transmission
NSF/ANSI-61	Drinking Water System Components-Health Effects
PPI TR-33*	Generic Butt Fusion Joining Procedure for Polyethylene Gas Pipe
(*A gas pipe specification which is used industry-wide for municipal and industrial PE pipe applications.)	

- B. Unless otherwise noted herein or on the drawings, all fittings shall be constructed utilizing core pipe of the same material, resin, and dimensions as that used for the core pipe of the straight lengths.

PART 2 PRODUCTS:

2.1 CORE PIPE:

- A. All core pipes shall be made of high-density polyethylene (HDPE) that conforms to Plastics PE4710 pipe and shall be manufactured from pressure rated PE4710 polyethylene compounds that meet or exceed ASTM D 3350 requirements and Cell Classification PE445574C. Plastics PE4710 compound will meet or exceed ASTM D3350 requirements and Cell Classification PE345464C and material code designations PE3608 and PE3408.
- B. Plastics PE4710 polyethylene pipe compounds are listed by PPI in TR-4 and are stress rated for pressure pipe with PPI HDS ratings for water at 73°F (23°C) and PPI HDB ratings at 73°F 23°C) and 140°F (60°C).
Plastics PE4710 exceeds PPI TR-3 and ASTM D3350 SCG resistance requirements per ASTM F 1473 (PENT).
Plastics PE4710 ductility is substantiated with greater than 438,300 hours (50 years) at 73°F (23°C) before the onset of SCG.
Plastics PE4710 black polyethylene compounds shall be certified to NSF-61, all applicable provisions and requirements of the latest revision of AWWA C901 and AWWA C906 and, by inclusion, all appropriate standards referenced therein.
- C. All core HDPE pipe and fittings shall conform to standard iron pipe size outside dimensions (IPS), have a wall thickness meeting SDR 11, and have a minimum pressure rating of 200 psi according to ASTM D2837 at 73 °F with a service rating of 0.5. All HDPE pipe shall be from straight sticks of pipe. Under no circumstances shall any coiled HDPE pipe be used to manufacture products furnished under this specification. All core sewer pipe shall be black, stamped with the appropriate SDR and ASTM designations.
- D. All core HDPE pipe and fittings shall be homogeneous throughout, free of visible cracks, holes, foreign inclusions, blisters, dents, or other injurious defects, and shall be made of materials having the same chemical and physical characteristics. All HDPE pipe ends shall be free from chips, gouges, and other damage. All HDPE pipe and fittings shall be designed for direct pipe-to-pipe or pipe-to-fitting thermal butt fusion or electrofusion jointing, as shown on the drawings.
- E. All core HDPE fittings shall be manufactured to be as strong as or stronger than the pipe the fittings will be joined to, and shall maintain identical IPS outside dimension on stub-outs, and shall conform to the minimum pressure rating listed in section 2.1C. All fittings shall be manufactured from NSF-61 approved components. Tees may be fabricated using branch saddle sidewall fusion or molded fittings. All wyes shall be constructed using a prefabricated reinforced fitting constructed with thickened sidewalls and an inside diameter that matches SDR11 pipe.
- F. All standard core elbows shall be fabricated using sweep bends. Sweep bends shall be seamless, manufactured in one continuous piece of SDR 11 HDPE pipe, with an angular tolerance of ± 2 degrees without reversion and shall have a bend radius as specified in the following table. The elbows shall not be mitered and fused. All elbows must maintain normal outside diameters along their entire length within tolerance as per ASTM-F714 and be suitable for butt-welding or electrofusion. The outside surface of the elbows shall exhibit all the specified characteristics of the straight pipe and shall not have any blisters or other surface defects from the manufacturing process. All sweep bends shall be NSF-61 approved after manufacture of the final product. Tight radius 90 degree elbows shall be constructed with molded fittings rated at the minimum pressure listed in section 2.1C and shall be NSF-61 approved.

Pipe Size (inches dia.)	Centerline Radius (inches)
2	6.0 – 9.0
3	9.0 – 11.0
4	13.0 – 15.0
6	19.0 – 21.0
8	22.0 – 26.0

- G. The manufacturer of fabricated fittings supplied under this specification shall establish and qualify heat fusion procedures conforming to PPI TR-33 and ASTM D2657 and all fusion must be performed by a qualified operator factory-certified in the use of the specific equipment employed to construct the fittings.
- H. Bell ends of all core pipe and fittings shall be fabricated with identical PVC push-on type sewer couplings. All PVC sewer couplings shall be manufactured in one piece of injection molded PVC compound meeting ASTM D1784. Couplings shall be Class 200 and conform to requirements of DR 21. Fittings shall be designed to withstand a minimum of 630 psi quick burst pressure at 73°F, tested in accordance with ASTM D1599. Bells shall be gasketed joints conforming to ASTM D3139 with gaskets conforming to ASTM F477.
- I. All gaskets on push-on couplings shall be elastomeric, non-circular in cross-section, tapered on the inlet edge to prevent rollout when the pipe is coupled, and not less than 1/4-inch square in the cross-sectional area. The groove in which the gasket is retained shall have sides that are perpendicular to the centerline of the pipe.
- J. The spigot end of the core pipe shall be smoothly beveled to a 15-degree angle as shown in the drawings. The bevel shall reduce the wall thickness at the end of the pipe by 50 percent. The bell and spigot ends shall be free from chips, gouges, and other damage. The bell couplings shall not be ground, chipped, gouged, or damaged in any manner.

2.2 INSULATION

- A. Insulation between core pipe and outer jacket of all pipe and fittings shall be low-density rigid closed-cell urethane insulation with a nominal thickness as shown on the drawings. It shall be applied and cured in strict accordance with the manufacturer's recommendations and good commercial practices such that the resulting insulation completely fills the annular space between core pipe and outer jacket and is free of defects affecting its intended purpose.
- B. Urethane insulation shall exhibit the following properties and characteristics specified by the referenced ASTM tests below.

ASTM C518 or C177	Maximum K-factor, as produced	0.15-0.16 btu-in/hr-ft ² -°F
ASTM D1622	Core Density Range	2.0 to 4.0 lbs/ft ³
ASTM D1621	Minimum Compressive Strength (parallel and perpendicular to pipe axis)	35 psi
ASTM D2842	Maximum Water Absorption	0.05 lb/ft ³
ASTM D2126	Dimensional Stability (Maximum Linear Change)	1% at -20°F 3% at +100°F

- C. Exposed urethane insulation faces at pipe and fitting ends shall be coated to protect against physical abuse, UV exposure during shipping and storage, and against water intrusion in service. The coating

shall be suitable for direct application over urethane insulation with no deleterious effects to the insulation or coating. The coating shall be formulated for long-term service and retained flexibility over extended periods of exposure to sunlight, harsh weather, and saltwater spray. The strength of the adhesive bond of the coating to the insulation shall be greater than the tensile strength of the coating. In the event the coating is nicked or an edge is rolled up in handling, the coating that has been dislodged shall tear free from the coating still adhering to the insulation rather than pull the balance of the coating off as a sheet.

- D. The coating shall be applied and cured in strict accordance with the manufacturer's recommendations and good commercial practice such that the finished product is free of defects affecting its intended purpose.
- E. The coating material shall exhibit the following properties and characteristics:

ASTM E398 or E96	Maximum Water Vapor Permeance	1.0 perm
	Dry Film Thickness Range:	15 to 63 mils

2.3 ALUMINUM OUTER JACKET

- A. Metal outer jackets for pipe and fittings shall be constructed of 16-gauge (0.063 inch thick) internal helical lock-seam corrugated aluminum pipe with nominal diameters as indicated on the Drawings.
 - 1. Aluminum alloy material shall be 5052-H32.
 - 2. All helical seams shall be continuous, tightly locked and folded. The outer jacket of all pipe and fittings shall be watertight under a five-foot head of water.
- B. All joints in the aluminum outer jacket fabricated around fittings shall be welded with a continuous bead, resulting in a finished jacket that is watertight per the requirements of section 2.3A.
- C. The nominal diameter shall be the inside diameter of the jacket as measured between the innermost portion of the helical seams, with a dimensional tolerance of $\pm 1/2$ inch.

PART 3 EXECUTION

3.1 MANUFACTURING AND DIMENSIONAL TOLERANCES

- A. Allowable offset of the centerline of the outer jacket and core pipe shall be not more than 1/4-inch at the pipe ends. Elsewhere along pipe lengths the centerline offset shall not be greater than 3/8-inch. Allowable offset of the centerline of the glycol trace channel and core pipe shall be not more than 3/8-inches.
- A. The minimum temperature of all components used to manufacture pipe and fittings shall be 50 °F at the start of fabrication. The fabricated pipe shall be placed in a facility maintained at a temperature of 50 °F or greater for a minimum of 12 hours after fabrication.
- B. All elbows shall have a bend radius as specified in the drawings with a tolerance of ± 2 degrees without reversion. All elbows must maintain normal outside diameters along their entire length without tolerance as per ASTM-F714.
- C. All branches of fabricated fittings must lie in a single plane with a maximum deviation of ± 2 degrees.
- D. The length of core pipe protruding from the insulation on the ends shall be 12 inches $\pm 1/4$ -inch. The core pipe ends shall be smooth and oriented perpendicularly to the core pipe longitudinal axis $\pm 1/8$ -inch.
- E. The outer jacket shall be cut in one pass perpendicular to the length of the jacket ± 1 degree. The coupling on bell ends shall be perpendicular to the length of the jacket ± 1 degree and flush with the jacket end with a tolerance of $\pm 1/8$ -inch. No part of the coupling shall protrude beyond the end of the jacket as determined by placing a straight-edge across the jacket at any two points. The bell end of the

coupling shall be flush with the insulation and outer jacket. Before coating, the plane of the exposed insulation face at bell and spigot ends shall be perpendicular to the centerline axis of the outer jacket \pm 1/8-inch. The insulation profile of the coated ends shall not exceed a relief deviance of \pm 1/4-inch across the face.

3.2 FABRICATED FITTINGS

- A. All fusion joints used in fabricated fittings shall be documented by a computer that records pressure and temperature applied at each fused joint. Computer printouts and electronic data for each fitting shall be made available to the owner upon request. The contractor shall ensure that each joint is fused at the temperature and pressure recommended by the pipe manufacturer in order to achieve the maximum pressure rating for that joint.
- B. All fittings for each project shall be labeled with a unique identifier that corresponds with the fusion computer printouts for each fitting.

3.3 INSULATING

- A. All Federal and State regulations applicable to the type of insulation and its use shall be strictly adhered to.
- B. Insulation shall be placed into the pipe by a single injection application. Fittings may be manufactured using one insulation injection for each open end of the fitting. In no case shall the jacket be drilled to perform, monitor, or inspect the injection.
- C. The maximum allowable void size is 0.05 in³ (for reference, a 3/8-inch cube is .05 in³).
- D. Insulation and chemicals shall be prevented from coming in contact with the end or inside of the exposed core pipe.

3.4 CORE PIPE/INSULATION BOND

- A. Core pipe and fittings shall be bonded to the insulation with a minimum shear bond strength of 15 psi, or in such a manner as to produce insulation-to-insulation separation when a sample is tested in shear.
- B. The core pipe surface preparation will be performed in a manner that does not leave foreign material imbedded in the plastic. Gouges or scratches in the pipe surface that exceed the tolerance specified by the pipe manufacturer for the pipe pressure rating shall be cause for rejection.

3.5 PRODUCTION TESTING AND INSPECTION

- A. Only finished pipe lengths and fittings that meet the requirements of these specifications and drawings shall be used for destructive testing. Should any product fail to meet the visual quality control specifications listed below, that product shall be either re-built to meet the specifications or rejected. Only those products that meet all visual quality control specifications shall be considered final products suitable for receipt by the Owner or for laboratory or other destructive testing.

1. VISUAL QUALITY CONTROL:

- a. FUSION JOINTS: All fusion joints on elbow and fitting extensions shall be examined before the core pipe assembly is installed into the outer jacket. Elbow and fitting extension fusion joints shall meet all the requirements of the pipe manufacturer and the following minimum requirements:
 - 1) On both sides, the double bead shall be rolled over to the surface and be uniformly rounded and consistent in size throughout the entire circumference of the joint.

- 2) The gap between the two beads must not be below the fusion surface throughout the entire circumference of the joint.
- 3) The displacement (perpendicular to the pipe centerline) between the fused ends must not exceed 10% of the pipe minimum wall thickness.
- 4) The width of the combined two beads for SDR 11 pipe shall be as follows:

<u>Pipe Dia.</u>	<u>Minimum Bead Width</u>	<u>Maximum Bead Width</u>
2" pipe	3/16-inch	5/16-inch
3" pipe	9/32-inch	3/8-inch
4" pipe	5/16-inch	7/16-inch
6" pipe	3/8-inch	9/16-inch
8" pipe	1/2-inch	11/16-inch

- 5) Both beads of each fusion joint shall be of a uniform size and shape. The ratio of the difference in individual bead widths divided by the total width of both beads shall not exceed 10%.
- b. DIMENSIONAL TOLERANCE: Each length of pipe and each fitting will be examined by the Contractor for off-set tolerances, insulation cut-back distances, exposed insulation face alignment and relief profile, and alignment and smoothness of core pipe ends.
 - c. INSULATION INTEGRITY: Completed pipe and fitting ends shall be inspected for voids in excess of 0.05 in³ or discontinuities by the Contractor prior to coating. Any glazing left on the uncoated pipe end from the forms used during the insulating operation shall be removed before coating.
 - d. HDPE CARRIER PIPE: The surface of the HDPE carrier pipe shall be free of nicks, cuts, or gouges as outlined in Section 2.1 of this document.

2. LABORATORY TESTING

- a. Laboratory testing as identified in section 2.2B shall be conducted to verify the quality of the finished product. The density and K-factor shall be measured on insulation specimens of the appropriate size and under the specified conditions as set forth in the applicable ASTM test. Insulation specimens shall be retrieved by cutting a 12-inch section of insulated pipe from a production sample. The remaining length shall be trimmed to the dimensional tolerances of this specification to allow Owner use of that pipe section.
- b. Should the Contractor choose to test the "K" factor as outlined in ASTM C518, the testing apparatus shall be calibrated within 24 hours of the test using a calibration standard certified accurate by the National Bureau of Standards (NBS). The "K" factor test sample shall be removed from the insulated pipe, prepared for testing, and left open to the atmosphere at 70°F for a minimum of 24 hours prior to testing.
- c. In addition to the testing identified in section 2.2B, the following tests shall be performed to verify the quality of the finished product:
 - 1) Core pipe/insulation bond:
 - a) Two 6-inch lengths of cured insulated pipe shall be cut from one uncoated insulation face end of completed pipe length. The remaining length shall be trimmed according to the dimensional tolerances of this specification and coated to allow Owner use of that pipe section.

- b) One specimen shall be tested at +70°F. The other specimen shall be brought to -60°F in 4 hours or less and remain there for at least 24 hours before testing. Acceptance will be indicated by a minimum shear bond strength of 15 psi and insulation-to-insulation (or insulation-to-insulation pipe surface film) separation or tearing.
- c) Testing shall be conducted as indicated on the attached drawing labeled "Core pipe/insulation bond test setup."

3.6 PACKING

- A. The core pipe spigot ends of all pipe and fittings shall be capped with PE pipe caps (Caplugs, or approved equal) and the plugs taped to the pipe with black electrical tape (such as 3M #33+) or other approved tape after final inspection and prior to shipment. Duct tape shall not be used to secure the PE pipe caps to the pipe spigot ends.
- B. Pre-insulated pipe shall be packed in bundles with a maximum gross weight of 4,000 pounds per bundle unless otherwise specified by the Owner. The end geometry of each bundle shall be rectangular. Each layer of pipe within the bundle including the bottom layer shall rest upon a minimum of 3 each 4-inch x 4-inch cross cleats banded to that individual layer using 1 1/4-inch steel strapping. All cleats shall feature a 45-degree stop block at least nominal 4-inches high by 4-inches long fastened securely to both ends of the cleats to prevent the pipe from rolling off the cleat when the banding is cut. The outer cross cleats shall be installed between 1 to 2-feet from the insulation face of the pipe ends with the middle cleat centered on the bundle. In addition, 1 1/4-inch steel straps shall securely fasten all the layers together to form a complete bundle. Bundles 5 pipes wide by 5 pipes high are recommended.
- C. All fittings and couplings shall be packaged in crates sheathed with minimum 1/2-inch sheathing not to exceed 4 ft x 4 ft x 8 ft. Minimum nominal 2-inch x 3-inch framing members shall be installed in all corners of the crate and fastened securely to the sheathing. On crates longer than 6-feet, framing members shall be installed along the shorter centerline of all the 4 long panels. The framing members shall be securely fastened to each other and to the sheathing. For crates 4-feet long or less, 2 each 4-inch x 4-inch cleats shall be installed on the bottom edges of the crate to provide for forklift handling. For crates longer than 4-feet, 3 cleats shall be installed, with the middle cleat centered on the crate. These cleats shall be fastened through the bottom sheathing and also banded to the crate with 1 1/4-inch wide steel bands that wrap around the entire crate. The crates shall be designed to stack 3 crates high, provide protection to the contents during rough ocean, air freight transport, and on-site handling without damage.
- D. All bundles and crates will be clearly marked per the following:

Village Safe Water

McGrath

Supplier's Name

3.7 FINAL INSPECTION

- A. After completion of the quantity of pipe and fittings contracted for, the Owner may perform a final inspection at the fabrication point. The certified results of all required laboratory tests made during production by the Contractor shall be made available in report form at this time. During the final inspection, the product packing will be inspected to see that all specifications listed in section 3.6 have been met. Should any of the packing fail to meet the specifications, the Contractor shall re-pack the pipe to meet the specifications.

END OF SPECIFICATION

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.

American Iron and Steel General Requirements:

1. The Contractor must comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. This is referred to “AIS requirements”. The Contractor is responsible for all costs to ensure compliance with AIS requirements. All listed iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver {add project specific waivers as applicable} apply to this contract.
 - a) The Contractor shall obtain a Manufacturer’s Certification letter for any item in the submittal subject to AIS requirements and include the Certificate in the submittal. Refer to Manufacturer’s Certification Letter (see Exhibit D) provided in these Contract Documents. The Contractor shall certify prior to material shipment to the F.O.B. Point that all Work and Materials has complied with AIS requirements. Contractor shall provide said Certification to the Department.
 - b) Manufacturer’s Certification letter is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with AIS requirements. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.
 - c) The Contractor shall provide a Manufacturers’ Certification letter of compliance per AIS requirements for all equals or substitutes approved by Addenda for American Iron and Steel products as provided in these Contract Documents.
 - d) The Contractor shall include a Manufacturer’s Certification letter for compliance with AIS requirements in support data, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.
 - e) See Exhibit D.
 - f) Materials that are non-compliant with AIS requirements shall be considered defective work.
 - g) By submitting Materials for payment, Contractor is certifying that the submitted Materials are compliant with AIS requirements. Manufacturer’s Certification letter for Materials satisfy this certification. See exhibit D.
 - h) “Certifications” means the following:
 - Manufacturers’ certification is documentation provided by the manufacturer or fabricator to various entities stating that the iron and steel products to be used in the project are produced in the United States in accordance with AIS Requirements. If items are purchased via a supplier, distributor, vendor, etc. vs. from the manufacturer or fabricator directly, then the supplier, distributor,

vendor, etc. will be responsible for obtaining and providing these certification letters to the parties purchasing the products.

- Contractors' certification is documentation submitted upon substantial completion of the project that all iron and steel products installed were produced in the United States.
- i) "Coating" means a covering that is applied to the surface of an object. If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to coatings on the external surface of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.
- j) "Construction materials" are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". Note: Mechanical and electrical components, equipment and systems are not considered construction materials. See definition of mechanical and electrical equipment.
- k) "Consulting engineer" is an individual or entity with which the owner has contracted to perform engineering/architectural services for water and waste projects funded by the programs subject to AIS requirements).
- l) "De minimis incidental components" are various miscellaneous low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of incidental components could include small washers, screws, fasteners (such as "off the shelf" nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.
- m) "Iron and steel products" are defined as the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not

required to be made of U.S. Iron or Steel.

- n) “Manufacturers” meaning a supplier, fabricator, distributor, materialman, or vendor is an entity with which the applicant, general contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the applicant, contractor or a subcontractor.
- o) “Manufacturing processes” are processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic iron and steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.
- p) “Mechanical equipment” is typically that which has motorized parts and/or is powered by a motor. “Electrical equipment” is typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does apply to mechanical equipment.
- q) “Minor components” are components within an iron and/or steel product otherwise compliant with the American Iron and Steel requirements. This is different from the de minimis definition where de minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver, would allow non-domestically produced miscellaneous minor components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product to be used. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron or steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of minor components could include items such pins and springs in valves/hydrants, bands/straps in couplings, and other low cost items such as small fasteners etc.
- r) “Municipal castings” are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.
- s) “National Office” refers to the office responsible for the oversight and administration of the program nationally. The National Office sets policy, develops program regulations, and provides training and technical assistance to help the state offices administer the program. The National Office is located in Washington, D.C.
- t) “Owner” is the Department. See 00700 General Conditions, Article 1 Definitions.

- u) “Primarily iron or steel” is defined as a product made of greater than 50 percent iron or steel, measured by cost. The cost should be based on the material costs. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and steel, the AIS requirements do not apply.

For example, the cost of a fire hydrant includes:

- (1) The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- (2) The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- (1) The additional material costs for the non-iron and steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- (2) The cost to assemble the internal workings into the hydrant body.

- v) “Produced in the United States” means that the production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.
- w) “Project” is the total undertaking to be accomplished for the applicant by consulting engineers, general contractors, and others, including the planning, study, design, construction, testing, commissioning, and start-up, and of which the work to be performed under the contract is a part. A project includes all activity that an applicant is undertaking to be financed in whole or part by programs subject to AIS requirements. The intentional splitting of projects into separate and smaller contracts or obligations to avoid AIS requirements is prohibited.
- x) “Reinforced Precast Concrete” may not consist of at least 50 percent iron or steel, but the reinforcing bar and wire must be produced in the United States and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the United States.
- y) “Steel” means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

- z) “Structural steel” is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.
- aa) “United States” means each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.

EXAMPLE OF A MANUFACTURER'S CERTIFICATION LETTER OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

Date:

Company Name:

Company Address:

Subject: AIS Step Certification for Project (X), Owner's Name, and Contract Number

I, (company representative), certify that the (melting, bending, galvanizing, cutting, etc.) processes for (manufacturing or fabricating) the following products and/or material shipped or provided for the subject project is in full compliance with the AIS requirement as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

Item, Products and/or Materials, and location of delivery (City, State):

- 1.
- 2.

Such processes for AIS took place at the following location:

(City, State)

This certification is to be submitted upon request to interested parties (e.g. municipalities, consulting engineers, general contractors, etc.)

If any of the above compliance statements change while providing materials to this project, please immediately notify the person(s) who is requesting to use your product(s).

Authorized Company Representative Signature

(Note: *Authorized signature shall be manufacturer's representative not the material distributor or supplier*)