

STATE OF ALASKA

INVITATION TO BID (ITB)



SEPTIC TANK EFFLUENT PUMPING (STEP) SYSTEMS

ITB NUMBER 23-VSW-MCG-020

4/5/2023

ONE TIME PURCHASE OF VARIOUS SIZED (STEP) SYSTEMS

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.

April Akers Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE MBE / WBE BIDDER'S PREFERENCE? [] YES [] NO
Phone: (907) 334-2638	_____ AUTHORIZED SIGNATURE	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	_____ PRINTED NAME	
Email: april.akers@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 three different sized Septic Effluent Pumping (STEP) Systems to be delivered to McGrath, Alaska.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00PM Alaska Time on **4/26/2023**, 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 john.mcdonald@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 john.mcdonald@alaska.gov 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		4/5/2023
Pre-Bid Conference		N/A
Deadline for Receipt of Bids / Bid Due Date	2:00 PM AST	4/26/2023
Bid Evaluations Complete		5/1/2023
Notice of Intent to Award		5/2/2023

Contract Issued	5/12/2023
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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 7/15/2023, 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 Scope of work described below and in the attached specifications.

1. STEP SYSTEM PACKAGE

- a. STEP Sewer Service Packages shall be as shown on Drawings Sheets C5.1, C5.2, E1.1 and E1.2, and as specified herein.
- b. Furnish a complete factory-built and tested STEP Sewer Service Package, including STEP Tank, Pump Vault, Effluent Filter, Level Control Float Assembly, Effluent Pump, Check Valve, Cold Weather Discharge Assembly with EZ-Pull Quick Disconnect or State approved equivalent, External Electrical Splice Box.

2. PUMPS

- a. Pumps shall be as indicated on the Drawings and as specified herein.
- b. Pumps must be approved for use in pump vault as described in these specifications or State approved equivalent. Pump shall be 1/2 to 1.5 hp, 115/230 VAC, single phase, 60 Hz, two-wire motor, with 10-foot-long extra heavy duty (SOOW) electrical cord with ground. The pumps must be submersible High-Head Effluent pumps. Pumps shall be UL and CSA listed for use with effluent. The pumps must have a minimum 24-hour run dry capability without water lubrication. The pumps shall have a 1/8-inch bypass orifice to ensure flow circulation for motor cooling and to prevent air bind. The pump shall have a floating impeller design to protect against up thrust and increase pump life. The pump liquid ends must be repairable (by replacing impellers and/or diffusers) for better long-term cost of ownership. The motor must be rated for continuous use and frequent cycling, at least 100 cycles per day. The motor cable must be suitable for Class 1, Division 1 and 2 applications. The pumps shall be lightweight for easy removal and maintenance. The pump intake screen must be 1/8-inch mesh polypropylene. The pump shall have internal thermal overload protection and internal lightning protection. All pumps shall undergo 3-point

(Dead head, Design Flow, and Design Flow + 30%) wet testing at the factory to confirm performance.

3. FLOAT SWITCH ASSEMBLY

- a. Float switches shall be mercury-free Orenco Systems®, Inc. Model MFPB or State approved equivalent with two mechanical switch floats mounted on a PVC stem attached to the filter cartridge. The floats must be adjustable and must be removable without removing the pump vault. The high-level alarm and on/off function shall be preset as shown in the attached plans. Each float lead shall be secured with a nylon strain relief bushing at the splice box. The on/off float shall be rated for a minimum of 5.0A @ 120 VAC.

4. CONTROLS AND ALARMS

- a. Controls and alarms shall be listed per UL 508. Panels shall be repairable in the field without the use of soldering irons or substantial disassembly. Orenco Systems®, Inc. Model S1 Series or State approved equivalent control panel meeting the following:
 - (1) Standard Components:
 - a) Motor-Start Contactor: 120 VAC, 1hp, 16 FLA, 60 Hz; 2.5 million cycles at FLA (10 million at 50% of FLA).
 - b) Toggle Switch: Single-pole, double-throw HOA switch. 20 amps, 1 hp.
 - c) Controls Circuit Breaker: 10 amps, OFF/ON switch. Single-pole 120 VAC. DIN rail mounting with thermal magnetic tripping characteristics.
 - d) Pump Circuit Breaker: 20 amps, OFF/ON switch. Single-pole 120 VAC. DIN rail mounting with thermal magnetic tripping characteristics.
 - e) Audio Alarm: 95 dB at 24", warble-tone sound.
 - f) Visual Alarm: 7/8" diameter red lens, "Push-to-silence." NEMA 4, 1-watt bulb, 120 VAC.
 - g) Panel Enclosure: Measures 11.5" high x 9.3" wide x 5.4" deep. NEMA 4X rated. Constructed of UV-resistant fiberglass; hinges and latch are stainless steel.
 - (2) Specified Optional Components to Be Included:
 - a) Anti-condensation Panel Heater, Self-Adjusting.
 - b) Pump Run Light, 7/8-inch Diameter, Green Lens; UL Type 4X (IP66), 1W LED Light.
 - c) Power Light, 7/8-inch Diameter, Green Lens; UL Type 4X (IP66), 1W LED Light.
 - d) S1 Panel Ratings: 120 VAC, 1 hp, 14 amps, single phase, 60 Hz.

5. 1,500-GALLON POLYETHYLENE STEP TANKS

- a. Tanks shall be as indicated on Drawing Sheet C5.1 and as specified herein.
- b. Tanks shall be constructed to the requirements of the Uniform Plumbing Code.
- c. Tanks shall be one-piece rotomolded polyethylene.
- d. Minimum weight shall be 750 pounds.
- e. Tanks shall be certified by the Manufacturer for a maximum burial depth of not less than ten feet.

6. 2,000-GALLON and 2,500 GALLON STEEL STEP TANKS

- a. Steel tanks shall be as indicated on Drawing Sheet C5.2 and as specified herein.
- b. Tanks shall be constructed to the requirements of the Uniform Plumbing Code.

- c. Tanks shall be certified by the Manufacturer for a maximum burial depth of not less than ten feet.
- d. Tank shall be coated inside and out with high build coal tar epoxy, with a minimum solids content of 74% +/- 2% (Carboline Bitumastic 300M or equal), minimum dry film thickness of 16 mils. Coating shall be applied in a controlled environment in accordance with the manufacturer's recommendations. Surface preparation prior to coating shall be a minimum of SSPC-SP6, Commercial Blast for the tank exterior, SSPC-SP10, Near-White Blast, for the interior.

7. TANK RISERS

- a. STEP Tank risers shall be Orenco Systems, Inc. Model Ultra-Rib, KOR FLO or State approved equivalent. The material shall be PVC as per ASTM D-1784 and tested in accordance with AASHTO M304M-89. The risers shall be constructed of non-corrosive material and designed-to-be buried in soil. Risers shall have a minimum stiffness of 10 psi, when tested according to ASTM D2412. Risers shall be capable of withstanding a truck wheel load (54 square inches) of 2,500 pounds for 60 minutes with a maximum vertical deflection of 1/2 an inch. Risers shall have a minimum nominal diameter of 24 inches.

SEC. 2.11 F.O.B. POINT

The F.O.B. point for this ITB will be 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 May 12, 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 SERVICE CENTER

Section not used.

SEC. 2.20 WARRANTY

The contractor warrants the following units purchased against faulty materials and workmanship for the following minimum periods from the date of installation:

- (1) The STEP Pumping Assembly for a period of five (5) years;
- (2) The pump for a period of ten (10) years.

If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

- (1) if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
- (2) if the state's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

SEC. 2.21 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. 2.22 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. 2.23 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.

SEC. 2.24 MANDATORY REPORTING

Section not used.

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) STEP Systems Details
- 3) Federal Debarment
- 4) Certification Regarding Lobbying
- 5) AIS Requirements

Bid Schedule

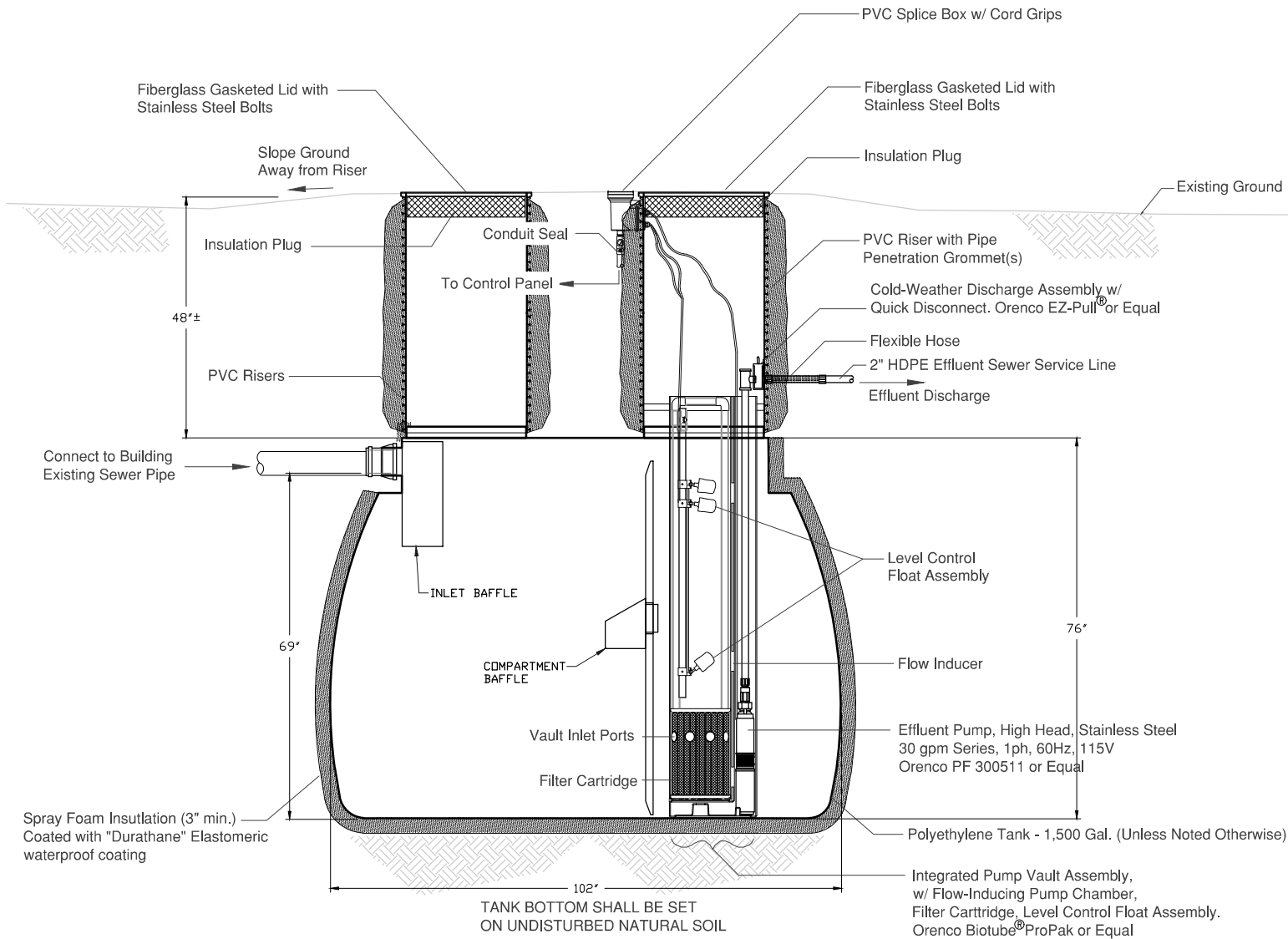
Bidders must complete and submit this bid schedule with their bid. Bidders shall not modify the bid schedule.

Item #	Item Description	Quantity	Unit Measurement	Unit Price	Total Price
A	STEP System Tank Size 1,500 Gallons	16	Each	\$	\$
	Brand/model offered:				
B	STEP System Tank Size 2,000 Gallons	4	Each	\$	\$
	Brand/model offered:				
C	STEP System Tank Size 2,500 Gallons	2	Each	\$	\$
	Brand/model offered:				
D	Shipping to F.O.B. Point		Lump Sum		\$
E	Unadjusted Bid Amount (A+B+C+D =E)				\$
F	5% MBE/WBE Preference, if applicable (5% of E=F)				\$
G	Total Bid Amount for Evaluation Purposes Only (E-F=G)				\$

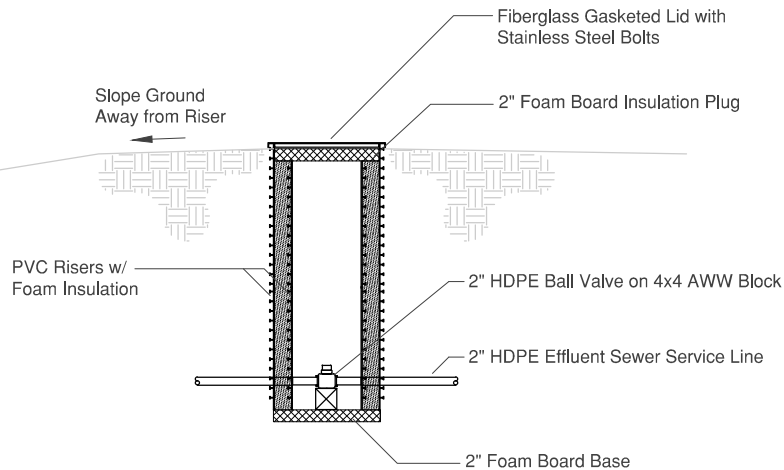
G:\ACAD\McGrath\2019 Wastewater Improvements\C5.1_C5.2 POLY & STEEL TANKS STEP SERVICE DETAILS.dwg, 1/22/2021 10:40:54 AM, cmerz, AutoCAD PDF (General Documentation).pc3

NOTES - (SEPTIC TANK):

1. POLYETHYLENE 1,500 GALLON - DOUBLE COMPARTMENT TANK, UNLESS NOTED OTHERWISE
2. EXCAVATION TO BE 18"-24" LARGER THAN TANK ALL SIDES.
3. INSTALL ALL RISER EXTENSIONS BEFORE BACK FILLING.
4. BACKFILL IN COMPACTED 8" LIFTS WITH SAND / GRAVEL MATERIAL LESS THAN 1.5" DIA.
5. SEPTIC TANK SHALL BE SET AT A LEVEL GRADE.
6. TANK BOTTOM SHALL BE SET ON INSITU SOIL OR COMPACTED SELECT PIT-RUN GRANULAR MATERIAL.
7. SEPTIC TANK MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS AND WARRANTY.
MAXIMUM BURIAL DEPTH MUST NOT BE EXCEEDED.



1 POLYETHYLENE STEP TANK PROFILE VIEW
Scale: NTS



2 VALVE VAULT PROFILE VIEW
Scale: NTS

RECORD DRAWING CERTIFICATE	NAME	DATE
THESE DRAWINGS REFLECT RECORDED INFORMATION OBTAINED DURING CONSTRUCTION. INFORMATION PROVIDED HEREIN IS ACCURATE TO THE BEST OF MY KNOWLEDGE.		

SCALE:	1" = 1'-0"	1" = 1'-0"
IF NOT ONE INCH ON SCALE, ACCORDING TO		



WASTEWATER IMPROVEMENTS PROJECT

POLYETHYLENE TANK STEP SERVICE DETAILS
MCGRATH, ALASKA



REVISION	BY	DATE

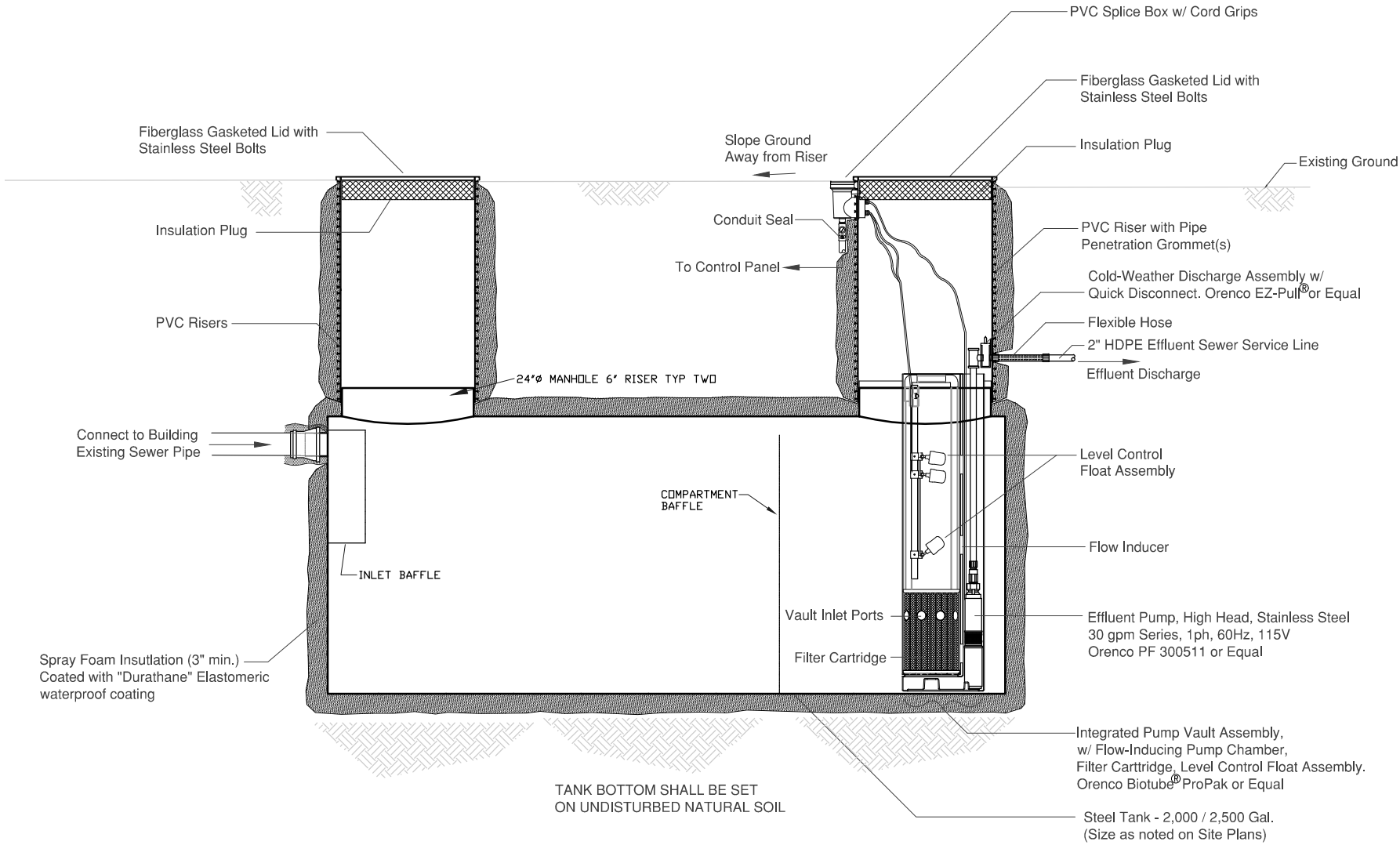
Project No.	JAN 2021	ME	CM	ME
Date				
Designed				
Drawn				
Approved				

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NOTES - (SEPTIC TANK):

1. STEEL TANK (SIZE AS NOTED ON SITE PLANS) - DOUBLE COMPARTMENT TANK, UNLESS NOTED OTHERWISE
2. ALL WELDS SHALL BE PER AWS D1.1.
3. INLET & OUTLET BAFFLES SHALL BE 12 GA PLATE.
4. ENTIRE TANK SURFACES SHALL BE COATED WITH TNE MEC 46-485 COAL TAR COATING.
5. SPACE BETWEEN BAFFLE PLATE AND SIDEWALL SHALL NOT EXCEED 1/8" AND SKIP WELDED 2-6.
6. EXCAVATION TO BE 18"-24" LARGER THAN TANK ALL SIDES.
7. INSTALL ALL RISER EXTENSIONS BEFORE BACK FILLING.
8. BACKFILL IN COMPACTED 8" LIFTS WITH SAND / GRAVEL MATERIAL LESS THAN 1.5" DIA.
9. SEPTIC TANK SHALL BE SET AT A LEVEL GRADE.
10. TANK BOTTOM SHALL BE SET ON INSITU SOIL OR COMPACTED SELECT PIT-RUN GRANULAR MATERIAL.
11. SEPTIC TANK MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS AND WARRANTY. MAXIMUM BURIAL DEPTH MUST NOT BE EXCEEDED.

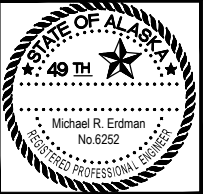


1 STEEL STEP TANK PROFILE VIEW

Scale: NTS

RECORD DRAWING CERTIFICATE	
THESE DRAWINGS REFLECT RECORDED INFORMATION OBTAINED DURING CONSTRUCTION. INFORMATION PROVIDED HEREIN IS ACCURATE TO THE BEST OF MY KNOWLEDGE.	
NAME	DATE

SCALE:	1" = 1'-0"
1" = 1'-0"	1" = 1'-0"



WASTEWATER IMPROVEMENTS PROJECT	
STEEL TANK STEP SERVICE DETAILS	
MCGRATH, ALASKA	

WASTEWATER IMPROVEMENTS PROJECT	
STEEL TANK STEP SERVICE DETAILS	
MCGRATH, ALASKA	



REVISION	BY	DATE

Project No.	JAN 2021
Date	ME
Designed	CM
Drawn	ME
Approved	

Sheet No.	C5.2
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S-Series Simplex Control Panels

Applications

Orenco® S-Series Simplex Control Panels control single pumps in effluent sewer (STEP) systems, onsite septic systems, and for pump control into conventional gravity sewer systems.



Orenco S-Series Simplex Control Panel (S1ETMCT shown)

Materials of Construction

Component	Material
Enclosure	UV-resistant fiberglass, Type 4X (IP 66)
Hinge	Stainless steel
Latch	Stainless steel

Specifications

Feature	Specifications
Height, in. (mm)	11.5 (292)
Width, in. (mm)	9.3 (236)
Depth, in. (mm)	5.4 (137)
S1 panel ratings*	120 VAC, 1 hp (0.75 kW), 16 A, 1-phase, 60 Hz
S2 panel ratings*	240 VAC, 3 hp (2.24 kW) 16 A, 1-phase, 60 Hz

* Pump motors used with these panels require internal overload protection.

General

Orenco® S-Series Simplex Control Panels are electromechanical panels for controlling single pumps. Standard features include an Automatic/Off/Manual (Auto/Off/Man) toggle switch, controls circuit breaker, pump circuit breaker, automatic motor control operation, and an audible/visible high water level alarm with auto reset. Specifications for standard and optional features are listed on page 2.

All S-Series control panels have a 120 VAC controls circuit breaker. S1 panels have a 120 VAC pump circuit breaker, while S2 panels have a 240 VAC pump circuit breaker.

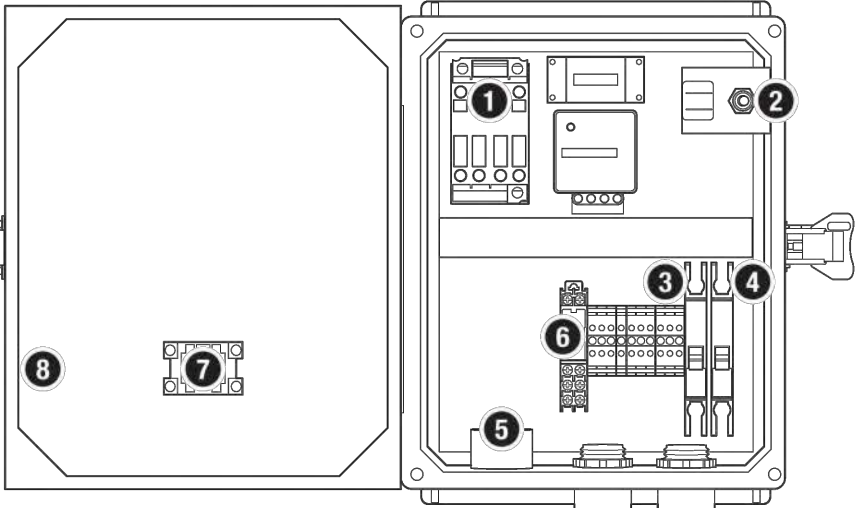
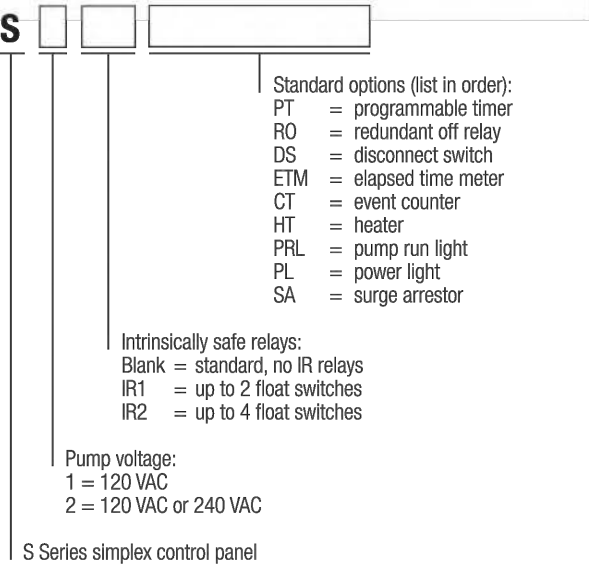
All S-Series panels can be used with both mechanical and mercury float switches.

Listed per UL-508 and cUL-508; CE-listed versions of S-Series panels are available.

Standard Models

S1, S2

Product Code Diagram



Orenco S-Series Simplex Control Panel (S1ETMCT shown)

Standard Features

Feature	Specifications*
1. Motor-start contactor	120 VAC: 17 FLA, 1 hp (0.75 kW), 2.5 million cycles at FLA 240 VAC: 17 FLA, 3 hp (2.24 kW), 2.5 million cycles at FLA
2. Auto/Off/Man toggle switch	Single-pole, double-throw HOA switch
3. Controls circuit breaker	10 A, OFF/ON switch, single pole, DIN rail mounting with thermal magnetic tripping characteristics
4. Pump circuit breaker	20 A, OFF/ON switch, single pole (120 VAC) or double pole (240 VAC), DIN rail mounting with thermal magnetic tripping characteristics
5. Audible alarm	95 dB at 24 in. (610 mm), warble-tone sound; gasketed, UL Type 4X (IP66)
6. Audible alarm silence relay	Automatic reset, DIN rail mount
7. Visible alarm	7/8-in. (22-mm) diameter red lens, "Push-to-silence," UL Type 4X (IP66), 1 W LED light
8. Enclosure	UV-resistant fiberglass and stainless steel, UL Type 4X (IP66)

Optional Features

Feature	Specifications*	Product code adder
Intrinsically safe control relays	Listed per UL 698A, for Class 1 Div. 1, groups A, B, C, D hazardous locations (Requires larger enclosure)	IR
Programmable timer	Repeat cycle from 0.05 seconds to 30 hours; separate variable controls for OFF & ON time periods	PT
Redundant off relay	DIN rail mount; provides a secondary off; sounds alarm upon low level condition	RO
Elapsed time meter	7-digit, non-resettable; limit of 99,999 hours; accurate to 0.01 hours	ETM
Event counter	6-digit, non-resettable	CT
Heater	anti-condensation heater; self-adjusting: radiates additional wattage as temperature drops	HT
Pump run light	7/8-in. (22-mm) diameter green lens; UL Type 4X (IP66), 1 W LED light	PRL
Power light	7/8-in. (22-mm) diameter green lens; UL Type 4X (IP66), 1 W LED light	PL
Surge arrestor	Status light on unit; protects incoming power supply from electrical surges	SA
Test Switch	Momentary switch for alarm testing	TS

* All voltages are 120 VAC unless otherwise noted.

RECORD DRAWING CERTIFICATE	NAME	DATE
THESE DRAWINGS REFLECT RECORDED INFORMATION OBTAINED DURING CONSTRUCTION. INFORMATION PROVIDED HEREIN IS ACCURATE TO THE BEST OF MY KNOWLEDGE.		

SCALE:	BAR IS ONE INCH ON ORIGINAL DRAWING	IF NOT ONE INCH ON THIS DRAWING, SCALE ACCORDINGLY
	0	1"



WASTEWATER IMPROVEMENTS PROJECT	STEP PUMP CONTROL PANELS	MCGRATH, ALASKA
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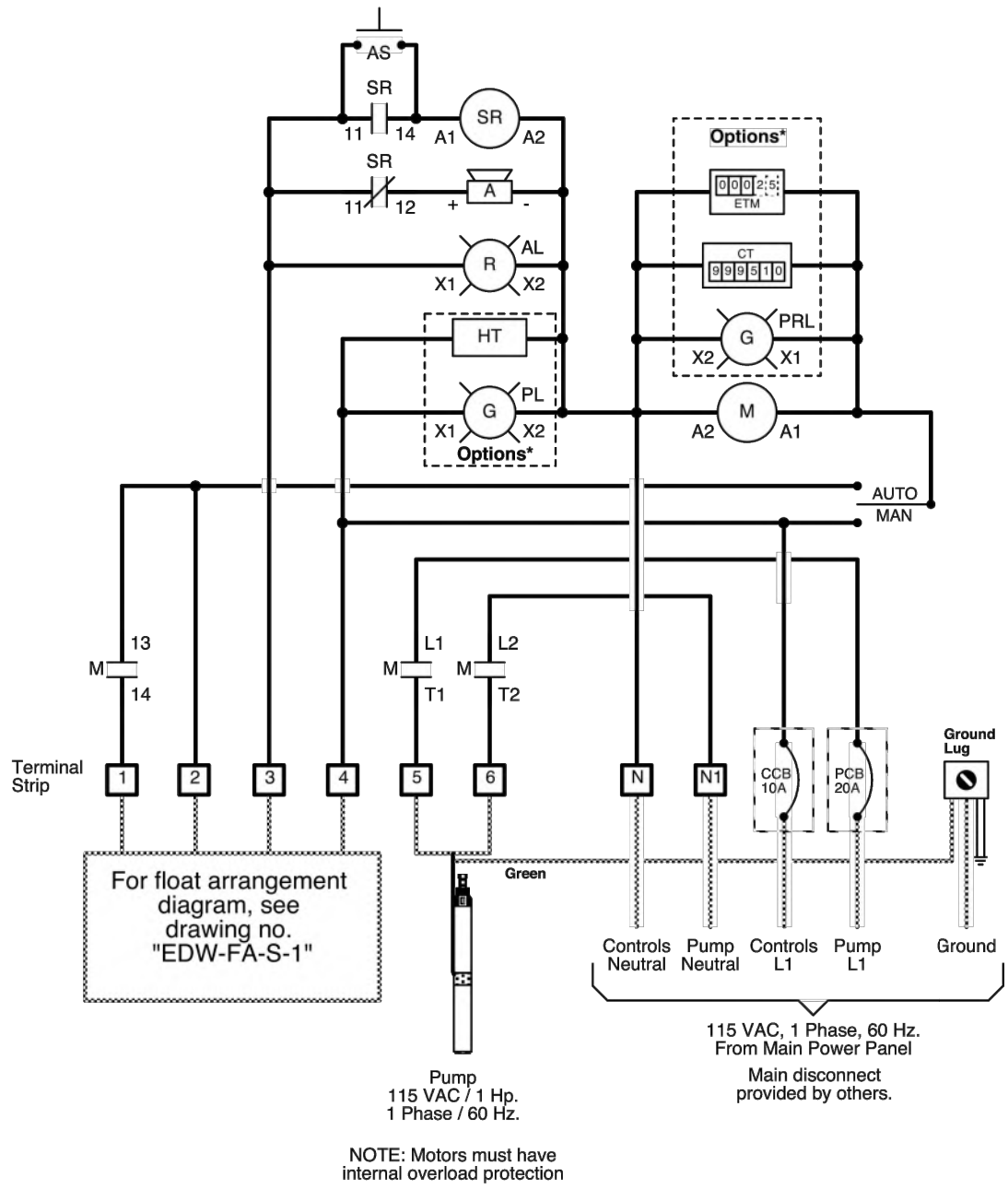
WASTEWATER IMPROVEMENTS PROJECT	STEP PUMP CONTROL PANELS	MCGRATH, ALASKA
---------------------------------	--------------------------	-----------------



REVISION	BY	DATE

Project No.	Date	Designd	Drawn	Approved
	JAN 2021	ME	CM	ME

Panel Wiring Diagram Model S1



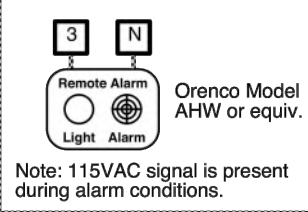
Simplex Operation

High Level Alarm: This float activates the alarm light and audible alarm when lifted. The audible alarm may be silenced by pressing the illuminated PUSH TO SILENCE button on the front of the control panel. The alarm light will remain on until the float is lowered.

Pump On: This float turns on the pump when lifted. The pump will continue to run until the pump off float is lowered.

Pump Off: This float shuts off the pump when lowered.

Remote Alarm Connections

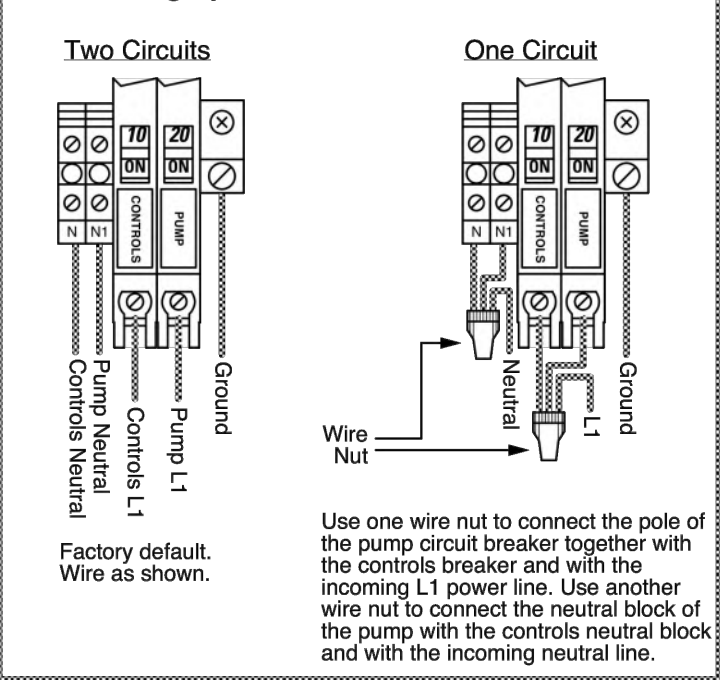


Key

- = Factory Wire
- - - = Field Wire
- · - = Alternate Field Wire
- A = Audio Alarm, 115 VAC
- AL = Alarm Light
- AS = Audio Silence Switch
- CCB = Controls Circuit Breaker
- M = Motor Contactor
- PCB = Pump Circuit Breaker
- SR = Silence Control Relay
- TL = Terminal Link

- *Options**
- CT = Cycle Counter
 - ETM = Elapsed Time Meter
 - HT = Heater
 - PL = Power Light
 - PRL = Pump Run Light

Power Wiring Options



Oreco Systems®
Incorporated

814 AIRWAY AVENUE

SUTHERLIN, OREGON

97479-9012

TELEPHONE:

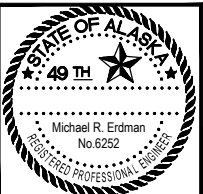
(541) 459-4449

FACSIMILE:

(541) 459-2884

RECORD DRAWING CERTIFICATE	NAME	DATE
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SCALE:	1" = 1' IF NOT ONE INCH ON ORIGINAL DRAWING
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WASTEWATER IMPROVEMENTS PROJECT	STEP PUMP CONTROL PANELS WIRING DIAGRAM	MCGRATH, ALASKA
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CE2 ENGINEERS, INC.	PO BOX 22266 ANCHORAGE, AK 99523 PH: 907-548-0100 FAX: 907-548-1015
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Project No.	Date	Designed	Drawn	Approved
	JAN 2021	ME	CM	ME

REVISION	BY	DATE

Sheet No.	E1.2
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EDW-WD-S-1
Rev. 6.0 © 05/01/07

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*)