

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



REQUEST FOR PROPOSAL

Sanitary Sewer Chemical Root Treatment Services

Issue Date: Friday April 12, 2019

Bid Number: 19-016

Agent/Contact: Dustin Fisher, Sewer Collection Team Leader

Submissions Must Be Received by: Thursday May 2, 2019 at 2:00 pm Colorado Time

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting formal bids through the Request for Proposal process for providing chemical root treatment services for the sanitary sewer collection system. Proposals will be publicly received and registered on Thursday May 2, 2019 at City Hall, 433 S. 1st Street, Montrose, Colorado 81401. Bids will be received no later than 2:00 P.M. on the above date.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the bidder's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. The City of Montrose complies with all Equal Opportunity requirements. All qualified bidders will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written e-mail request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.
3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit

price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile or electronic transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
11. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.
12. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Bidder's proposal cost.
13. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing – Bid Notification.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;
 - c. Postpone or cancel the Bid process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

L. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

SPECIAL CONDITIONS

Company Name: _____

A. PRE-BID CONFERENCE IS NOT PROVIDED

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

For this bid the contact is Dustin Fisher at (970) 240-1447 or email: dfisher@ci.montrose.co.us

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to Dustin Fisher dfisher@ci.montrose.co.us. All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number, and RFP title.

The deadline for receipt of questions from Bidders in regards to this RFP is **Thursday April 25, 2019.**

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following with their bid:

1. One copy and one original of the bid packet
2. One copy and one original of the completed bid form
3. One copy and one original of the proposed project schedule (see statement of work)
4. One copy and one original of signed bid addenda
5. One copy and one original of the bidder's proposal

Submit all of the above in a sealed envelope with the bid number and project name in the lower left hand corner of the envelope, with the bidder's name clearly written on the envelope. Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

PROPOSAL FORM - PAGE 1

SUBMITTED BY:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

CERTIFICATION: (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder,
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: _____
Manual Signature of Agent

_____ Date

Typed/Printed Name of Agent

_____ Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.

NO OFFER:

Indicate reason(s) why no offer is being submitted at this time.

PROPOSAL FORM - PAGE 2

Company Name: _____

PROMPT PAYMENT TERMS:

Discount: _____ % _____ Days

Net: _____ Days

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

STATEMENT OF WORK

1. GENERAL

The purpose of the project specified herein is to apply chemical root control agent to sanitary sewers, in order to kill the root growth present in the lines and to inhibit re-growth, without permanently damaging the vegetation producing the roots. The chemical agent shall be Razorooter II™ or equivalent products approved by the Owner in writing prior to the bid date.

The submission of the bid shall be considered as prima-facie evidence that the Bidder (a.k.a., the Contractor) has familiarized himself with and understands all the conditions under which the Contract is to be awarded, performed, and administered. No letter, stipulation, or exception submitted with a bid shall be accepted.

2. CONTRACTOR RESPONSIBILITIES

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

- a. Bidders must be licensed with the Colorado Department of Agriculture prior to the bid date. All bidders must have a minimum level of pesticide application experience, (see section 10), and employ a State Certified pesticide applicator on the job site at all times.
- b. Contractor shall provide Pollution Liability Insurance; in addition to all other insurance specified herein (see section 8).
- c. The Contractor shall provide a money-back guarantee on all work specified herein as set forth below (see section 3).
- d. The Contractor is responsible for all property damage and for all clean up and restoration associated with any chemical spill. (See section 6). The Contractor is not responsible for any damages caused by sewer stoppages.
- e. Where work is located in high-traffic areas, the Contractor shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public.
- f. The Contractor shall use an approved air gap or a reduced-pressure-zone backflow prevention device whenever accessing fresh water for mixing chemical.
- g. The Contractor shall comply with all Federal, State and Local Laws, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers.

3. GUARANTEE

For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows. At the option of the Owner, the Contractor shall, at his own expense, re-

treat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up and floods due to tree root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment. Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

The guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Contractor is not responsible for any damages caused by main line sewer stoppages, regardless of cause. The decision of the Owner as to the cause of stoppage is binding.

4. COMPOSTION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent shall be Razorooter™ II or equivalent product that is approved by the Owner in writing prior to the Bid Opening. The chemical root control agent shall be registered with the EPA and the Colorado Department of Agriculture, prior to the bid opening, and shall be labeled for use in sewers to control tree roots. The chemical Root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

A. Active ingredient:

1. Shall be a Category "E" compound, the most favorable rating attainable on the U.S. EPA's chronic exposure toxicological rating scale.
2. Shall not be considered a carcinogen, teratogen, mutagen, or oncogene, based on laboratory testing.
3. Shall carry a "signal work" assigned by the U.S. EPA of either "Warning" or "Caution", on the product label. Pesticides carrying the signal word "Danger" shall not be accepted.
4. Shall be non-volatile in order to minimize exposure to workers and other individuals by inhalation.
5. Shall not be readily absorbed through the skin.
6. Products containing the active ingredient(s) metam-sodium or copper sulfate are not allowed.

Surfactant system:

1. Shall produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour.
2. Shall enhance the penetration of herbicide into root masses.
3. Shall contain an Alkylpolyglucoside (formulations of vegetable oil and carbohydrate from agricultural products).

4. Surfactants designed to foam chemically, upon contact with water, shall not be accepted (see section 5 below).

5. MANNER OF APPLICATION

All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.

The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the “wye” connections. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure – as a foam. Foam quality shall be sufficient to penetrate “wye” connections, effectively treat large diameter pipe and to enhance treatment effectiveness overall. Therefore, applications of chemicals designed to generate foam “chemically” on contact with water shall not be accepted.

Hydraulic sewer cleaning machines will reduce treatment effectiveness by damaging root growths and inhibiting their uptake of chemical. Hydraulic sewer cleaning machines shall not be used prior to, or during treatment process.

6. PROPERTY DAMAGES CAUSED BY THE CONTRACTOR

Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The Owner may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this Contract with the Owner. The Contractor shall not be responsible for any damages caused by sewer stoppages.

7. PROTECTION OF WASTEWATER TREATMENT PLANT

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.

Notwithstanding the requirement that the active ingredient shall not adversely affect wastewater treatment plant processes, (see section 4.B), in the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the Contract, the Contractor shall immediately suspend all applications, at the direction of the Owner. The Contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater Treatment Plant Operator.

The Contractor shall have in his possession, and make available to the Owner on request, a recent study from an accredited research facility documenting the effects of the product on wastewater treatment plant facilities. At a minimum, this study shall address the toxicity of the product on wastewater treatment

plant biota, including nitrifiers and denitrifiers, the toxicity of the product on treatment plant effluent, and the environmental fate of the product. This requirement is mandatory.

8. POLLUTION AND LIABILITY INSURANCE

The Pollution Liability Insurance described herein is in addition to all other insurances required of the Contractor by the Owner, including any insurance described in the general conditions, any insurance required by law, or any other insurance requested by the Owner.

At the time of the bid opening, the Contractor shall submit written evidence that he has obtained pollution liability coverage. This coverage shall protect the Contractor, the Owner, and the Owner's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 total loss. An "A" rated insurance company shall provide the Contractor's Pollution liability insurance.

In addition, the Contractor's commercial general liability limits for this project must be not less than are outlined in the attached sample contract

9. COMPLIANCE WITH LAWS

The Contractor is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to transportation of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations. The Contractor's Federal DOT number and material EPA registration number must be submitted with bid.

10. QUALIFICATIONS

The Contractor shall demonstrate a minimum level of five (5) years direct experience in applying chemical sewer root control agents. The Contractor must have performed at least 10 other jobs similar in size and scope to the work specified herein, and have treated in excess of 750,000 linear feet of sanitary sewer. Any work performed by subcontractors for the Contractor will not be considered.

The Contractor shall be licensed as a pesticide application business with the Colorado Department of Agriculture prior to the bid opening. Contractors who do not meet the experience and other qualifications specified herein shall not be considered for award of the contract. Each bidder is required to submit with his bid the contractor qualification form attached to these specifications. Additional references, up to ten, may be requested by the Owner.

All work shall be performed by Certified Pesticide Applicators licensed with the Colorado Department of Agriculture. Certified Pesticide Applicators shall have a minimum three years' experience in performing the type of work specified, and shall each have personally performed a minimum of 500,000 linear feet of treatments as a Certified Pesticide Applicator and/or under the direct supervision of a Certified Pesticide Applicator. A minimum of three Certified Pesticide Applicators that are registered with the Colorado

Department of Agriculture, prior to the bid, is required. License numbers for these three applicators shall be submitted with the bid.

11. ASSISTANCE PROVIDED BY THE OWNER:

- a. A representative of the Owner will accompany the Contractor's crew, and/or sewer system drawings will be provided showing the exact locations of the pipes to be treated.
- b. The Owner shall provide for the entering of private lands, public lands and right-of-ways.
- c. The Owner shall provide a source of fresh water at a location or locations to be designated by the Owner.
- d. The Owner shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc.

12. CONTRACT PERIOD

The initial term of the Contract shall be for the period of one year. The Contract may be extended for additional one-year periods up to a total of three additional years, with the mutual consent of the Owner and Contractor.

13. PAYMENT

Payment to the Contractor shall be made only after all work specified by the Contract has been completed to the Owner's satisfaction, and all reports and submittals requested by the specifications or the Owner have been received by the Owner.

14. SUBSTITUTES AND PROVEN EQUIVALENTS

Use of any substitute or equivalent procedures, methods, or materials must be approved by the Owner in writing prior to the bid date.

Should the Contractor wish to use any brand of material other than as specified herein, he shall submit to the Owner for review, complete descriptive literature naming the proposed substitution and manufacturer. An equivalent material or methods shall comply with the requirements set forth above (see section 4 COMPOSITION OF ROOT-CONTROL MATERIAL, and section 5 MANNER OF APPLICATION).

15. RELATED DOCUMENTS

The following data and documents are being provided for use during the bidding process. These data are provided solely for use in preparation of the bidder's proposal and should not be used for any other purpose. Additional data and documents for use in design will be provided to the successful bidder following award.

- Sample professional services contract

16. BONDING REQUIREMENTS

A payment or performance bond will not be required for this project.

END OF SECTION

City of Montrose, Colorado

Chemical Root Treatment Cost Proposal

<u>PIPE SIZE</u>	<u>UNIT PRICE PER LINEAR FOOT</u>	<u>ESTIMATED FOOTAGE</u>	<u>EXTENDED PRICE</u>
6 Inch Sanitary Sewer		10,000	
8 Inch Sanitary Sewer		20,000	
10 Inch Sanitary Sewer		1600	
12 Inch Sanitary Sewer		0	
15 Inch Sanitary Sewer		1,000	

Total Cost: _____

Bid Submittal Requirements

(Submit with Bid)

The Owner reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the proposal as such conditions, limitations or provisions will render their bid informal and cause its rejection.

Submittals: Failure to enclose the following will render this bid non-responsive and result in the rejection of this bid. Indicate whether the following are enclosed:

- | | | |
|-----|----|---|
| Yes | No | Specimen Label with MSDS |
| Yes | No | Pollution Liability Insurance Certificate |
| Yes | No | Contractor's Qualification Page |
| Yes | No | Contractor's Reference Page |
| Yes | No | Contractor's Confined Space Entry Employee Certificates (2 minimum) |
| Yes | No | Product Study on Wastewater Treatment Plants |

CONTRACTOR'S QUALIFICATION PAGE

(Submit with Bid)

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor Name: _____

Contractor's Colorado Pesticide Business License #: _____

Contractor Federal Department of Transportation #: _____

Name of Proposed Chemical Root Control Agent: _____

USEPA Root Control Agent Registration #: _____

Colorado Root Control Product Registration #: _____

Does the Contractor have Pollution Liability Insurance as specified? _____

Contractor's Pollution Liability Insurance carrier: _____

What is the AM Best rating for your Pollution Insurance carrier? _____

Does the Contractor have a minimum 5 years of experience in the type of work specified, treated in excess of 750,000 lineal feet of root treatments in the last 24 months, and completed at least 10 other jobs similar in size and scope, which the Owner can verify? _____

Are two (2) Copies of Contractor employee Certificates of Completion in confined space entry training, per federal code 29 CFR 1910.146, attached? _____

Has the Contractor enclosed a recent study documenting the effects of the submitted product on wastewater treatment plants? _____

Contractor's Colorado Certified Pesticide Applicators (List 3 minimum)

1. Name: _____ Certification #: _____ Years of Experience: _____

2. Name: _____ Certification #: _____ Years of Experience: _____

3. Name: _____ Certification #: _____ Years of Experience: _____

BIDDER'S REFERENCE PAGE
(Submit with Bid)

The Contractor shall submit municipal references for chemical sewer root control work, which the Owner can verify. Each reference shall be for work actually performed by the Bidder. All references shall pertain to actual root control work performed by the Bidder (sub-contractor references are not applicable). Reference work shall have been performed with the manner of application specified herein. Submit sufficient references on a project by project basis; so that the completed work in total for said municipalities exceeds the specified limit of 750,000 lineal feet of root treatments (minimum of three). ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL

BUSINESS INFORMATION. (Previous work for the Owner may be used as references.)
Complete each item for all 3 references:

Owner/Agency:

Address:

City, State, Zip

Contact/Phone: ()

Footage Treated:

Date of Treatment:

Owner/Agency:

Address:

City, State, Zip

Contact/Phone: ()

Footage Treated:

Date of Treatment:

Owner/Agency:

Address:

City, State, Zip

Contact/Phone: ()

Footage Treated:

Date of Treatment:

TOTAL FOOTAGE TREATED: _____

Only Contractor's experienced in this type of work will be considered for award. Failure to provide sufficient verifiable references whose total work exceeds 750,000 linear feet will result in rejection of this bid.