

Form Pur. 1

REQUEST FOR QUOTATION
BIDS TO BE SUBMITTED TO:
DEPARTMENT OF PURCHASES
27 WEST MAIN STREET, ROOM 401
NEW BRITAIN, CT 06051

Bid No. 3705

Issued: March 06, 2013

Page 1 of 19 Pages

Sealed bids, subject to the conditions set forth on the second page hereof, will be received by the City Purchasing Agent until the time and date set forth. In compliance with all of the conditions hereof, the Bidder, whose name appears hereon, offers and agrees to furnish and deliver to the destination all of the commodities and/or services against which prices are quoted.

Prices Quoted Must be F.O.B.: Various City Locations within the City of
New Britain, CT

Date of Bid Opening: April 08, 2013 Time: 11:00 AM

Delivery Required: _____ Jack Pieper
Purchasing Agent

Amount of Bid Bond: 10%

Bid No. 3705

Date Submitted: _____

Delivery: _____ days after receipt of order

Terms: Cash Discount: _____% 30 Days

Net Cash: _____ Days

Bidder: _____

Street: _____

City: _____ ST: _____ Zip: _____

Signature and Title

(Printed name of signer)

Bidder's Telephone Number: _____

Bidder's Email Address: _____

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	UNIT PRICE
1	<p align="center">On-Call Sewer Line Chemical Root Control Services</p> <p align="center">****PLEASE SUBMIT BIDS IN DUPLICATE****</p> <p>Duration of the Bid Price (How long will bid price be held for) Number of Days? _____</p> <p>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED:</p> <ol style="list-style-type: none"> Form Pur. 1 (Request for Quotation). Notices to Prospective Bidders, Pages 15-18. A Bid Bond is required for this Bid. Non Collusive, Compliance with City Wage Ordinance 2-626, and Completed W9 Form. <p><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></p> <p>PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.</p>	<p align="center">Please Submit Pricing On Page 12</p>

**IMPORTANT - READ CAREFULLY BEFORE MAKING BID: CONDITIONS, BID TERMS AND INSTRUCTIONS
CITY OF NEW BRITAIN CONNECTICUT -DEPARTMENT OF PURCHASES**

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in duplicate in sealed envelopes clearly identified with the appropriate bid number.
 2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the City after the date and time specified for bid opening, will not be considered. If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the specifications, plans or other documents, he should submit a written request for an interpretation thereof to the City Purchasing Agent at least 10 days prior to scheduled bid opening. An interpretation of the bid invitation documents will be made only by addendum duly issued to each person receiving a bid invitation and/or holding plans. The City of New Britain will not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. Note regarding addenda: Addenda shall be mailed via certified mail to all vendors listed on the City's list of plan holders. Addenda will be made available to those vendors downloading specifications from a website at that same website.
 3. Prices should be stated in units of quantity specified, with packing and delivery to destination and all other incidental charges included.
 4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the Bidder shall so state.
 5. Samples, when requested, must be furnished free of expense to the City, and if not destroyed, will, upon request, be returned at the Bidder's risk and expense.
 6. Price Quotations must be stated in units of quantity specified, show unit pricing, include packing and delivery to destination and all other incidental charges included in the grand total price or bid may be rejected. In case of error in the extension of prices, the unit price shall govern.
 7. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. The City reserves the right to make final determination of equivalency.
- Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the City. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.
8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Abstracts of bids received are prepared for distribution by the Department of Purchases.
 9. Award will be made to the lowest responsible qualified Bidder, who shall be determined in accordance with and pursuant to Section 2-578, inclusive of the Purchasing Ordinances City of New Britain. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.
- 10. Section 2-578, item 10, allows up to a ten (10) percent differential in favor of resident Bidders for all purchases and contracts except construction and/or capital improvements. Any city-based bidder, which has submitted a bid, shall be awarded the bid provided that such city-based bidder agrees to accept the award of the bid at the amount of the low bid. In a situation where no city-based bidder submits a bid or where a city-based bidder does not come within the ten (10) percent or chooses not to meet the lowest bid however, there are bids submitted by companies based in Connecticut and other companies based outside Connecticut, in that event the Purchasing Agent shall allow a five (5) per cent differential in favor of the Connecticut based bidder. If more than one Connecticut based bidder submits a bid of not more than five (5) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the bidder who has submitted the lower/lowest bid shall be awarded the bid. A "Connecticut based bidder" shall mean a business with a legal principle place of business located with in the State of Connecticut. A business shall not be considered a Connecticut based bidder unless evidence satisfactory to the purchasing agent has been submitted with the bid documents has a bona fide principle place of business within the State of Connecticut. For construction projects or capital improvements the lowest bidder shall be determined in the following order unless otherwise prohibited by applicable state and federal legislation. (1) For construction projects or capital improvements involving a total contract price of one million dollars (\$1,000,000.) or less any city-based bidder that submitted a low bid not more than eight (8) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. (2) For construction projects and capital improvements of involving a total contract price of more than one million dollars (\$1,000,000.) but less than five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than four (4) percent higher than the lowest bidder, provided such city -based bidder agrees to accept the award of the bid at the lowest bid amount. For construction projects and capital improvements involving a total contract price of over five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more that two (2) percent higher than the lowest bid, provided such city-bases bidder agrees to accept the award of the bid at the lowest bid amount.**
11. The City reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the City will be served.
 12. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low Bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
 13. Acceptance of a bid by the City is not an order to ship or a commitment to purchase the goods or services from the bidder.

14. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities and/or services described therein shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid.
15. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
16. In event of default by the Bidder, the City reserves the right to procure the commodities and/or services from other sources and hold the Bidder liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.
17. Where a bid bond is required, such bond must accompany the bid; it must be executed by a surety company licensed to do business in the State of Connecticut; or it may be in the form of a cashier's or certified check made out to the "Treasurer, City of New Britain". Said bond or check in the amount of Ten Percent (10%) of the total bid amount shall be given as security that, if the bid is accepted, a contract will be entered into and the performance guarantee properly secured.
18. The bid bond, cashier's or certified check shall be forfeited and the principal amount of said bid bond shall be paid to the City or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure of Bidder to enter into contract as above described. The bid bond or check will be released or returned to the Bidder in case his bid is rejected. Bid bonds or checks from the three lowest bidders will be held for a period of 60 days after the bids are opened.
19. All contracts for goods or services where the contract price is more than \$50,000.00 will require a performance bond that must be executed by a surety company licensed to do business in the State of Connecticut in accordance with and pursuant to Section 2-702 inclusive of the Purchasing Ordinances of the City.
20. The Bidder guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopied compositions, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Bidder is not the patentee, assignee or licensee.
21. The Bidder, where applicable, agrees to pay its labor force Prevailing Wage Rates and to comply to all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor and the City of New Britain Connecticut.

The City of New Britain, through its Purchasing Agent, is seeking competitive bids for the following commodity:

On-Call Sewer Line Chemical Root Control Services

Specifications for the product required follow. The Purchasing Agent reserves the right to divide the award and the right to reject any and all bids, in whole or in part, as best serves the interests of the City of New Britain. *SEALED BIDS ARE TO BE SUBMITTED BY THE DATE AND TIME SPECIFIED ON THE COVER SHEET TO: CITY OF NEW BRITAIN PURCHASING DEPT., ROOM 401, 27 WEST MAIN ST., NEW BRITAIN, CT 06051. BID ENVELOPE IS TO BE CLEARLY MARKED ON THE OUTSIDE WITH BID NUMBER AND NAME.*

NOTICE TO BIDDERS:

1. All delivery and any incidental charges must be included in the pricing. Delivery point is: New Britain, CT. Stated quantities are estimates only; no guarantee is given, express or implied, as to actual quantities to be ordered.
2. The City of New Britain is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut; such taxes shall not be included in the bid prices.
3. Exceptions to specifications must be clearly stated on a separate piece of paper.
4. Manufacturer must be clearly stated if a bid for an equivalent product is submitted.
5. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402. Questions regarding technical specifications, methods and or procedures must be directed to Ken Marzi, New Britain Public Works Department, (860) 826-3538.
6. Vendor insurance requirements are as follows:
Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide. The Vendor shall name the City as Additional Insured on all insurance policies except Workers Compensation and that they will also provide a Waiver of Subrogation on all insurance policies;

		(Minimum Limits)
General Liability*	Each Occurrence	\$10,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
Auto Liability*	Aggregate	
	Combined Single Limit	
Umbrella*	Each Accident	\$1,000,000
	Each Occurrence	\$1,000,000
(Excess Liability)	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Pollution Liability	Each Occurrence	\$5,000,000

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* "The City of New Britain and Consolidated School District" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and WC Statutory Limits

Employers' Liability	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

Vendor shall agree to submit proof of the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide.

7. **HOLD HARMLESS AGREEMENT:** The Contractor, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Contractor during the Contractor's performance of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The City agrees to give the Consultant prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

8. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Forms hereto attached and at its option may reject the same. The City reserves the right to reject any Bid submitted that is not in full compliance with these Instructions to Bidders as being not responsive. The City also reserves the right to reject the Bid of any Bidder it considers not responsible.

9. The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all bids if evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work or delivery the items contemplated therein.

10. The City shall not be held responsible for any misspellings, typographical errors, omission or conflicting information within the bid documents. If the Bidder finds any within the bid documents, the Bidder should contact the Purchasing Agent requesting clarification.

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11. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Forms hereto attached and at its option may reject the same. The City reserves the right to reject any Bid submitted that is not in full compliance with these Instructions to Bidders as being not responsive. The City also reserves the right to reject the Bid of any Bidder it considers not responsible.

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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 that the City is requested to be utilized is Razorooter® II.

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 with no exceptions being allowed.

The City of New Britain reserves the right to divide the award among the Bidders.

2. CONTRACTOR RESPONSIBILITIES

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

- a. Bidders must be licensed with the Connecticut Department of Environmental Protection **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 and bonds 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 cleanup 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 hire City Police or D.O.T. approved traffic control companies at their expense, for traffic control and 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 a reduced-pressure-zone backflow prevention device or air gap whenever accessing fresh water for mixing chemical.
- g. The Contractor shall return every 4 to 8 months throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any free guarantee work that may arise.
- h. 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
- i. The Bidder **must submit** with their bid documents copies of their license with the Connecticut Department of Environmental Protection to do this type of work.
- j. The Bidder **must provide** with their bid documents references from other Municipalities or Government Agencies that they provided this service for and the dates it was performed.

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 City, 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 City as to the cause of a stoppage is binding.

4. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent that the City is requested and would prefer to be utilized is Razorooter® II. An equivalent product may be acceptable to the City. Any equivalent product that a bid is submitted for, MSDS sheets, brochures and other information regarding the effectiveness of the product to control roots and a listing of other Connecticut Municipalities it was utilized for root control must be provided with the bid documents. The City reserves the right not to accept the bid for the equivalent product. All chemical root control agents shall be registered with the EPA and the Connecticut Department of Environmental Protection 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. There shall also be a surfactant system to deliver the chemical root control to the target root tissue. **Under no circumstances will metam sodium/metam potassium or copper sulfate products be accepted as part of this root control project, due to human health and wastewater treatment plant concerns, per EPA's Memorandum of May, 2009, Metam Sodium Docket EPA -738-R-09-310.**

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 by the EPA.
3. Shall carry a "signal word assigned by the EPA of either "Warning" or "Caution" on the product label. Pesticides carrying the signal word "Danger" will be accepted
4. Shall be non-volatile in order to minimize exposure to collection system workers, City employees, treatment plant operators, City citizens and homeowners through inhalation.
5. Products containing the active ingredient(s) metam sodium/metam potassium or copper sulfate are not acceptable or allowed.

B. 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. 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.

- a. 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 foam. Foam quality shall be sufficient to penetrate "wye" connections and effectively treat large diameter pipe. Therefore, applications of chemicals designed to generate foam "chemically" on contact with water shall not be accepted.

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- b. Manholes used to access a main line sewer section for treatment (Access Manholes) must be treated as part of the main line treatment and included as part of the main line section price per foot.
- c. The Contractor must treat additional manholes (manholes not treated as part of a main line sewer section treatment) upon request of the City. The Contractor must fully cover the inside manhole wall with a 3-inch coating of pesticidal foam within 12 inches of the road/ground surface. The Contractor must incorporate a treatment method that complies with all safety and label instructions of the pesticide product accepted for use. See, "Additional Manholes," Proposal Price Page).
- d. Contractors submitting products for use that prohibit the active pumping of root control pesticide product within 50 feet of access manholes must submit an application plan to treat the remaining 50 feet of pipe and manholes that is consistent with label instructions and without exposing applicators, owner's personnel and bystanders to pesticide vapors. Particular attention must be paid to large
- e. diameter pipe and manholes, in which simple purging of the hose will not produce sufficient foam to guarantee full coverage of pipe and manhole walls.
- f. 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 the 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 City 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 City. 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 effect 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 City. 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 submit** with their bid a recent study from an accredited research facility documenting the effects of utilizing an equivalent product other than Razorooter® II. on wastewater treatment plant facilities. At a minimum, this study shall address the toxicity if the equivalent product on wastewater treatment plant biota, including nitrifiers and denitrifiers, the toxicity of the product on treatment plant effluent and environmental fate of the product. This documentation is requirement and mandatory for equivalent products other than Razorooter® II.

8. POLLUTION AND LIABILITY INSURANCE

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

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At the time of the bid opening, the Contractor shall submit written evidence that they have insurance coverage per bid specifications and has obtained pollution liability coverage. This coverage shall protect the Contractor, and hold the City, and the City's officers, agents and employees harmless from any and all 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 of 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 must be not less than \$10,000,000, total occurrence limit, and include pesticide or herbicide applicator coverage.

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) year's 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 with its own personnel within the last 24 months. Any work performed by subcontractors for the Contractor will not be considered.

The Contractor shall be licensed as a pesticide-application business with the Connecticut Department of Environmental Protection **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 their bid the contractor qualification form attached to these specifications.** Additional references, up to ten, may be requested by the City.

All work shall be performed by Certified Pesticide Applicators licensed with the Connecticut Department of Environmental Protection. Certified Pesticide Applicators, shall have a minimum three year's experience in performing the type of work specified, and shall each have personally performed a minimum of 500,000 linear feet of treatments in the last three years as a Certified Pesticide Applicator. A minimum of three Certified Pesticide Applicators that are registered with the Connecticut Department of Environmental Protection, prior to the bid, is required. License numbers for these three applicators and years of experience shall be submitted with the bid. Additional proof of applicator experience may be requested by the City.

11. ASSISTANCE PROVIDED BY THE CITY:

- A. A representative of the City 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 City shall provide for the entering of private lands, public lands and right-of-ways.
- C. The City shall provide a source of fresh water at a location or locations to be designated by the City.
- D. The City shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc.

12. CONTRACT PERIOD

It is anticipated that the term of the contract will be for the period of two years, May 1, 2013 to April 30, 2015. The pricing submitted by the Bidder will be a firm price for the term of the contract. No price increases will be acceptable.

The City reserves the right to award the Bid to multiple Bidders, to award this Bid for only one (1) year or to terminate the contract at any time upon issuance of a ten (10) day written notice to the Contractor.

13. PAYMENT

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

14. BID SECURITY AND BONDING

Each Bid proposal shall be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. The Bid Bond must be secured from a guaranty or surety company qualified to do business in the State of Connecticut. The successful Bidder, who is awarded the bid, shall furnish performance, material and payment bonds in the amount of one hundred percent (100%) of the accepted bid at the time of signing the contracts for this project.

15. COMPLETION OF WORK

The City anticipates awarding this Bid in May, 2013. The Contractor awarded the bid shall start the work within 30 days and work continuously until the project is completed. On-Call Sewer Line Chemical Root Control Services for 2013 shall also be started in June and work continuously until the project is completed.

16. PERMITS AND TRAFFIC CONTROL

The Contractor awarded the Bid will be responsible to obtain and pay for any and all City and State permits required for this project.

If traffic control is required while performing these service then the Contractor awarded the Bid shall be required to obtain and pay for this service.

PROPOSAL PRICE PAGE
(Submit with Bid)

On-Call Sewer Line Chemical Root Control Services to including all labor, materials, equipment and associated costs, shall be paid for at the unit price Bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

PIPE SIZE	MAY 2013 TO JUNE 2014 UNIT PRICE PER LINEAR FOOT TO CONDUCT THIS SERVICE	JULY 2014 TO MAY 2015 UNIT PRICE PER LINEAR FOOT TO CONDUCT THIS SERVICE
8 inch	\$	\$
10 inch	\$	\$
12 inch	\$	\$
15 inch	\$	\$
Additional Manholes*	\$	\$

*Treatment of manholes not directly connected to main-line sections of pipe specified for treatment.

(Total Price in words) _____

* Prices for the treatment of Pipe Sizes larger than 15", if any, will be negotiated on a case-by-case basis by the Public Works Department, Sewer Division, with the Contractor awarded the bid before treatment is conducted to them.

The City reserves the right to reject any or all Bids or award this bid to multiple Contractors. 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.

CITY OF NEW BRITAIN
PUBLIC BID NO. 3705

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	
		Bid Security, 10% of the total bid
		Specimen Label with MSDS
		Pollution Liability Insurance Certificate
		Contractor's Qualification Page
		Contractor's Reference Page
		Contractor's Confined Space Entry Employee Certificates (3 minimum)
		Product Study on Wastewater Treatment Plants
		Connecticut Department of Environmental Protection License
		Completed Non Collusive Affidavit , W9 & Notice to Prospective Bidders Forms

CONTRACTOR'S QUALIFICATIONS
(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 Connecticut Pesticide Business License #: _____

Contractor Federal Department of Transportation #: _____

Name of Proposed Chemical Root Control Agent: _____

Is the Proposed Product "Restricted Use" by the USEPA? _____

Does the Proposed Chemical Root Control Agent contain Metam Sodium?: _____

USEPA Root Control Agent Registration #: _____

Connecticut Root Control Product Registration #: _____

Does the Contractor have Pollution Liability Insurance as specified? _____

Contractor's Pollution Liability 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 City 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? _____

CITY OF NEW BRITAIN
PUBLIC BID NO. 3705

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

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

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

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

BIDDER'S REFERENCES
(Must be Submitted with the Bid)

The Bidder shall submit municipal or state references for chemical sewer root control work, which the City 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 BIDDER'S CONFIDENTIAL BUSINESS INFORMATION. Previous work for the City to use 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 Contractors experienced in this type of work will be considered for the award. Failure to provide sufficient, verifiable references whose total work exceeds 750,000 linear feet will result in rejection of this Bid.

NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID# 3705- On –Call Sewer Line Chemical Root Control Services

State of (_____);

County of (_____).

I state that I am the _____ of _____
(title) (name of firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I certify that:

- (1) The price and amount on this Bid has been arrived at independently and without consultation, communication, or agreement with any other bidder.
- (2) Neither the price(s) nor the amount of this Bid and approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a Bidder and that no disclosure of these items will be made prior to the Bid opening.
- (3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this Bid, or to submit a Bid higher than this Bid, or to submit any intentionally higher or non competitive Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Britain, owner, or any person interested in the proposed Contract.
- (5) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non competitive proposal.

(6) I state that _____ understands and acknowledges that all
(name of my firm)

representations of this affidavit are material and important, and will be relied on by the City of New Britain in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of New Britain of the true facts relating to the submission of Bids for this contract. That the City of New Britain also reserves the right to reject our Bid if failure to complete this document, have it notarized and submitted with our Bid documents.

The undersigned Bidder further certifies that this statement is executed for the purpose of including the City of New Britain to consider the Bid and make an award in accordance therewith.

Subscribe and Sworn to me this

_____ day of _____,
2013

Legal Name of Bidder

Business Address

Signature and Title of Person

Notary Public
My Commission Expires

Date

NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED

The City of New Britain Code of Ordinances, Sec. 2-575, reads as follows:

Sec. 2-575. Rejection of bid where bidder is in default to city.

The agent shall not accept the bid of a contractor, who is in default on the payment of taxes, licenses or other monies due the city.

The agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the city.

As used in this section, (1) a "principal" of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and (2) "default in the payment of taxes" shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Tax Collector.

In accordance with this provision, prospective vendors make the following certification:

The principals, as defined above, of the entity submitting responses to Public Bid No. 3705 are: (Please type or print clearly and use additional pages if necessary).

1. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid listed above, state the entity or entity's name(s) and address(es):

Entity's Name _____

Local Mailing Address (if any) _____

NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED

2. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as described above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's names(s) and address(es):

Entity's Name _____

Local Mailing Address (if any) _____

3. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's name(s) and address(es):

Entity's Name _____

Local Mailing Address (if any) _____

Signature of Principal and their Title of the Entity Submitting this Bid hereby indicates by signing this Notice to Prospective Bidder that the Entity or its Principles as listed herein are not in default on the payment of taxes, licenses, or other monies due to the City of New Britain as of the date of this bid solicitation.

_____ Date: _____

Review by Tax Collector: (To be completed by the City of New Britain's Tax Collector only if the Bidder is awarded the contract as the result of this Public Bid)

By: _____ Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	City, state, and ZIP code		
	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																					
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Social security number</th> </tr> <tr> <td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Employer identification number</th> </tr> <tr> <td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td> </tr> </table>	Social security number																		Employer identification number																	
Social security number																																					
Employer identification number																																					

Part II Certification	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person (defined below). 	
<p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.</p>	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



City of New Britain
New Britain, Connecticut 06051

“New Britain:
A City for
All People”

27 WEST MAIN ST., NEW BRITAIN, CT 06051

PHONE: (860) 826-3434
FAX: (860) 612-4204
E-MAIL: jpieper@newbritainct.gov

Date: _____, 2013

Subject: On-Call Sewer Line Chemical Root Control Services, Public Bid No. 3705

To Whom It May Concern:

Specifications for subject bid solicitation are enclosed for your review and response.

If you do not submit a bid, we request that you complete the bottom portion of this letter and return to the writer’s attention. This shall assist the City of New Britain in maintaining accurate bidders’ lists.

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper
Purchasing Agent

Company Name: _____

Address: _____

We are not responding to subject bid solicitation for the following reason:

- Our company does not sell the requested product.
Our company does not provide the requested service.
Our schedule will not allow us to provide the requested service at this time.
Other (please explain): _____
