

PURCHASING DIVISION  
CITY OF WORCESTER  
MASSACHUSETTS 01608-1895  
ROOM 201 - CITY HALL 455 MAIN ST  
PHONE (508) 799-1220

SEALED BID INVITATION  
(Supplies, Material, Equipment, Services)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-8200-M4

DATE: May 7, 2024

CITY OF WORCESTER  
Christopher J. Gagliastro, MCPPO  
Purchasing Agent

BUYER: Stephen McDonald

NOTICE TO BIDDERS  
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

**COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:**

DATE: May 29, 2024

TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-8200-M4, Root Control Services/DPW & Parks"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

**GENERAL**

1. This Bid Invitation covers: Provide root control services for a period of one (1) year from August 27, 2024 through August 26, 2025 as per the requirements and specifications contained herein. This contract may be renewed for a second and third year at the sole discretion of the City, the option of which to be determined at the end of the second contract year (See Page 10).
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ N/A must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.  
**NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED**
4. A performance bond in the amount of \$ N/A of the total dollar award is required.
5. A payment bond in the amount of \$ N/A of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: All Apply
7. **Questions pertaining to this bid must be directed to Stephen McDonald via email at [mcdonalds@worcesterma.gov](mailto:mcdonalds@worcesterma.gov)**
8. The following meanings are attached to the defined words when used in this bid form.
  - a. The word "City" means The City of Worcester, Massachusetts.
  - b. The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
  - c. The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.

- d. The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: [mcdonalds@worcesterma.gov](mailto:mcdonalds@worcesterma.gov)). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
  10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
  11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
  12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
  13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
  14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
  15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
  16. In case of error in the extension prices quoted herein, the unit price will govern.
  17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
  18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
  19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
  20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
  21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
  22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
  23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.
  24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).

25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

### **INSURANCE AND WORKER'S COMPENSATION**

27. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. **AUTOMOBILE LIABILITY INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. **COMPENSATION INSURANCE:** The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

### **DISCOUNT**

33. Prompt Pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event, Prompt Pay discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

### **GUARANTEE**

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

### **DELIVERIES AND COMPLETION**

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.

37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

### **SAMPLING AND ANALYSIS**

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.
47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of

the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.

48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner \_\_\_\_\_

Business Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. \_\_\_\_\_

Home Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. \_\_\_\_\_

(2) If a Partnership

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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Business Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Tel. No. \_\_\_\_\_

(3) If a Corporation

Full Legal Name \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Qualified in Massachusetts ? Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Street P.O. Box

City/Town State Zip

Telephone No. \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_

Street P.O. Box

City/Town State Zip

Telephone No. \_\_\_\_\_

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Admitted in Massachusetts ? Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts \_\_\_\_\_

Street P.O. Box

City/Town State Zip

Telephone No. \_\_\_\_\_

**NOTE**

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder \_\_\_\_\_

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER \_\_\_\_\_ TITLE \_\_\_\_\_  
PLEASE SIGN

DATE \_\_\_\_\_ BID SECURITY \$ \_\_\_\_\_

The name of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.* \_\_\_\_\_ TEL. NO. \_\_\_\_\_

NAME (PLEASE PRINT) *Contract Administrator* \_\_\_\_\_ TEL. NO. \_\_\_\_\_

FAX NUMBER \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL (Customer Service Rep.): \_\_\_\_\_

E-MAIL (Contract Administrator): \_\_\_\_\_

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

" The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) \_\_\_\_\_  
Name of Person Signing Bid

\_\_\_\_\_  
Signature of Person Signing Bid

\_\_\_\_\_  
Company

**No award will be made without vendor certification of the above.**



Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES   X   NO

Delivery to be made to: City of Worcester

This Bid includes addenda numbered \_\_\_\_\_

<b>NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!</b>
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**BIDDER TO COMPLETE ITEMS BELOW**

	Description	
<p><b>Root control service as per the attached specifications.</b></p> <p><b>See attached pricing page.</b></p> <p><b>Questions pertaining to this bid must be directed to Stephen McDonald via email at</b> <a href="mailto:mcdonalds@worcesterma.gov"><b><u>mcdonalds@worcesterma.gov</u></b></a></p>		

**TERMS, PROMPT PAY DISCOUNT \_\_\_\_\_% 30 DAYS, NET 45 DAYS.**

**DELIVERY AND/OR COMPLETION TO BE MADE WITHIN TWO (2) DAYS FROM DATE OF NOTIFICATION BY THE CITY**

**NAME OF BIDDER**\_\_\_\_\_

## **DISCLOSURE OF CONTRACT RENEWAL**

This contract may be renewed for a third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed \_\_\_\_\_ % for the third contract year.

**(TO BE COMPLETED BY BIDDER)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A THIRD YEAR OPTION, PLEASE  
INDICATE BY CHECKING THIS BOX: ☐

### **IMPORTANT**

**It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a third year option at zero (0) percent increase.**

**All other Terms and Conditions to remain the same.**

# SEWER LINE CHEMICAL ROOT CONTROL

## TECHNICAL SPECIFICATIONS

### 1. GENERAL

- a. 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 vegetation producing the roots. The chemical agent shall be Diquat Dibromide or equivalent product approved by the Owner.

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 exceptions 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 Massachusetts Department of Food and 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 is responsible for all property damage and for all clean up and restoration associated with any chemical spill (see section 6).
- d. Where work is located in high-traffic areas, the Contractor shall place proper traffic warning devices to protect job site and to prevent accidents or personal injury to the public.
- e. The Contractor shall use a reduced-pressure-zone backflow prevention device whenever accessing fresh water for mixing chemical.
- f. 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.
- g. The Contractor shall comply with all Federal, State and Local Laws, the special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers.
- h. The Contractor is responsible for contacting the Upper Blackstone Water Pollution Abatement District prior to any application for approval.

### 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**, 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 year, beginning on the date of treatment, and ending two years after the date of treatment. Re-treatment, performed at no charge in honor of the guarantee, does 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 surcharge or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Contractor is not responsible for damage caused by main line stoppages. The decision of the Owner as to the cause of the stoppage is binding.

### 4. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent shall be Diquat Dibromide 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 Massachusetts Department of Food and Agriculture, **prior to the bid opening**, and shall be labeled for use in sewer 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 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 word" 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.

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. 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 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 growth 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 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.

**7. PROTECTION OF WASTEWATER TREATMENT PLANT**

The contractor shall take all steps necessary and appropriate to prevent adversely effect wastewater treatment plant processes (see section 4), in the event that a wastewater treatment plant experience 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 plan 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 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 insurance 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 of 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 Contracting firm 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 has treated in excess of 500,000 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 Massachusetts Department of Food and 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 Massachusetts Department of Food and 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 Massachusetts Department of Food and 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 -- See page 1 of General Terms**

## **13. SUBSTITUTES AND PROVEN EQUIVALENTS**

Use of any substitute or equivalent procedures, methods, or materials must be approved by the Owner. 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. Any 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).

## **14. ROOT CONTROL REPORTING**

The root control contractor upon completion of their assigned annual or seasonal work will provide an Excel spreadsheet that contains at a minimum, the following items or headings which correlate to the infrastructure treated. The headings are show in **bold**.

- **wUS\_AssetID** – the upstream manhole identification # for GIS supplied by DPW&P Sewer Operations Engineering for the section being treated.
- **wDS\_AssetID** – the downstream manhole identification # for GIS supplied by DPW&P Sewer Operations Engineering for the section being treated.
- **wAssetID** - the pipeline identification # for GIS supplied by DPW&P Sewer Operations Engineering for the section being treated.

- **Date (YYYYMMDD)** – the date the section of pipe was treated for roots. Contractor to provide information for this item/header.
- **Length (‘)** – the length in feet of a section of pipe treated for roots. Contractor to provide information for this item/header. DPW&P Sewer Operations Engineering staff will provide a record drawing length. The intent is that this will be based on field data.
- **Pipe size (“)** – the pipe diameter in inches of section of pipe treated for roots. Contractor to provide information for this item/header. DPW&P Sewer Operations Engineering staff will provide a record drawing length. The intent is that this will be based on field data.

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**ROOT CONTROL SERVICES PRICE PAGE**

(Submit with Bid)

Sewer line chemical root control, 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	ESTIMATED FOOTAGE (lf)	UNIT PRICE PER LINEAR FOOT	EXTENDED PRICE
	Per 1 <sup>st</sup> year		
8 inch	40,000		
10 inch	10,000		
12 inch	5,000		
15 inch	2,500		
18 inch	500		
20 inch	250		
<b>Total Bid Price</b>			

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 may result in the rejection of this bid.

- \_\_\_\_\_ - Specimen Label with MSDS
- \_\_\_\_\_ - Pollution Liability Insurance Certificate
- \_\_\_\_\_ - Contractor's Qualification Page
- \_\_\_\_\_ - Contractor's Reference Page
- \_\_\_\_\_ - Contractor's Confined Space Entry Employee Certificates (2 minimum)

## **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 Massachusetts Pesticide Business License #: \_\_\_\_\_

Contractor's Federal Department of Transportation #: \_\_\_\_\_

Name of Proposed Chemical Root Control Agent: \_\_\_\_\_

USEPA Root Control Agent Registration #: \_\_\_\_\_

Massachusetts Root Control Product Registration #: \_\_\_\_\_

Does the Contractor have Pollution Liability Insurance as specified? \_\_\_\_\_

Contractor's Pollution Liability carrier: \_\_\_\_\_

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

Does the Contractor have a minimum five (5) years of experience in the type of work specified, treated in excess of 500,000 lineal feet of root treatments, and completed at least 3 other jobs similar in size and scope, with the Owner can verify? \_\_\_\_\_

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

Does the Contractor have a recent study documenting the effects of the product on wastewater treatment plants?  
\_\_\_\_\_

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

1. Name: \_\_\_\_\_ Certification #: \_\_\_\_\_

2. Name: \_\_\_\_\_ Certification #: \_\_\_\_\_

3. Name: \_\_\_\_\_ Certification #: \_\_\_\_\_



## **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 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 500,000 lineal feet of root treatments (minimum of three).

**ALL REFERENCE 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.

<b>Owner/Agency:</b>	
<b>Address:</b>	
<b>Address:</b>	
<b>City, State, Zip</b>	
<b>Contact:</b>	
<b>Phone:</b>	

<b>Owner/Agency:</b>	
<b>Address:</b>	
<b>Address:</b>	
<b>City, State, Zip</b>	
<b>Contact:</b>	
<b>Phone:</b>	

<b>Owner/Agency:</b>	
<b>Address:</b>	
<b>Address:</b>	
<b>City, State, Zip</b>	
<b>Contact:</b>	
<b>Phone:</b>	

TOTAL FOOTAGE TREATED \_\_\_\_\_

Only Contractors experienced in this type of work will be considered. Failure to provide sufficient verifiable references whose total work exceeds 500,000 linear feet will result in rejection of this bid.