

CITY OF SANTA FE

"REQUEST FOR BID"

Sewer Line Chemical Root Control Services

RFB #'17/08/B

BID DUE:

September 27, 2016

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD

BUILDING "H" SANTA FE,

NEW MEXICO 87505

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3. Resident Veterans Preference
4. Sample Contract
5. Minimum Wage Ordinance

REQUEST FOR BID

BID NUMBER '17/08/B

BID's will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, September 27, 2016**. Any BID received after this deadline will not be considered. This BID is for the purpose of procuring professional services for the following:

Sewer Line Chemical Root Control Services

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the BID throughout, and they will be deemed to be included in the BID document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

An electronic version of this document may be downloaded from the following City of Santa Fe website: http://www.santafenm.gov/bids_rfps. The City will not be responsible for any issues arising from missed communications due to downloaded Bid Documents. BID's may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all BID's in part or in whole. BID packets are available by contacting: Jerry Tapia, City of Santa Fe, Wastewater Management Division, 73 Paseo Real Santa Fe, New Mexico, 87507, (505) 955-4622.



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 09/08/16
To be published on: 09/13/16

Received by the Albuquerque Journal Newspaper on: 09/08/16
To be published on: 09/13/16

BID SCHEDULE

RFB # '17/08/B

- | | | |
|----|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Advertisement | September 13, 2016 |
| 2. | Issuance of RFB'S: | September 13, 2016 |
| 3. | Opening of BID's: | September 27, 2016 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Recommendation of award
to Finance Committee: | October 17, 2016 |
| 6. | Recommendation of award to
Public Utilities Committee | October 5, 2016 |
| 7. | Recommendation of award
to City Council: | October 26, 2016 |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF BID'S

The City of Santa Fe (herein called "City"), invites firms to submit two copies of the BID. BID's will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, September 27, 2016.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late BID's will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

BID number: '17/08/B
Title of the BID: Sewer Line Chemical Root Control Services
Name and address of the proponent:

Any BID received after the time and date specified shall not be considered. No proposing firm may withdraw a BID within 60 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your BID. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the BID.

This request for BID may be canceled or any and all BID's may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the BID documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the BID must be addressed prior to the date set for receipt of BID.

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given

consideration must be received at least (5) days prior to the date set for the receiving of BID's.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the BID's. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their BID as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the BID deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The BID is to be awarded based on qualified BID's to the lowest Bidder and at the discretion and consideration of the governing body of the City of Santa Fe.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the BID or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. RESIDENT, LOCAL OR VETERANS PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state

(1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

With acknowledgment of this intent and policy, the preference will only be applied when BID's are received from in-state and county businesses, manufacturers and contractors that are within 5% of low BID's received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all BID's, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive BID's within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to BID's shall be .95 for resident and .90 for local. The preference for BID's shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its BID is required to submit with its BID the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror submits with its BID a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of BID may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

BID's for Goods and Services. When BID's for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the BID receiving the highest score of all BID's from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that BID receiving the preference is higher than or equal to the highest score of all BID's received, the contract shall be recommended to that proponent receiving the preference. If no BID's are received from proponents in the first category, or if the BID receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of BID's listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or BID to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for BID's is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. **DEFAULT**

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or BID, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or BID, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or BID submittal to the City of Santa Fe.

SPECIFICATIONS
BID # '17/08/B

1. GENERAL

The purpose of this project is to chemically treat sewer lines with an EPA Accepted Chemical Root Control Agent, in order to kill the existing roots in the sewer line and to inhibit their re-growth. The chemical used shall be Razorooter® II Foaming Root Control or an equivalent approved by the owner in writing prior to the bid date.

2. CONTRACTOR RESPONSIBILITIES

A. Contractor shall provide all equipment and materials necessary to complete chemical root treatment to sewer lines.

B. The chemical shall be stored at the contractor's location. However, if this is not possible, the contractor must make arrangements in advance with the Owner to store the chemical.

C. The Contractor must have a State Certified Pesticide Applicator on site at all times when doing chemical applications.

D. The Contractor is responsible for all clean up and restoration associated with any chemical spill or property damage caused by the Contractor. The Contractor will not be responsible for any damages caused by sewer back-ups.

E. The Contractor shall provide Pollution Liability Insurance in addition to all other insurance required by the Owner.

F. The Contractor shall provide proper traffic control and safety devices in high traffic areas to protect the public and Contractor from personal injury and any damage to the job site.

G. The Contractor shall follow the manufacturer's directions for use and all Federal, State and Local laws when using, transporting and disposing of the chemical and associated packaging.

H. The Contractor shall provide a money back or retreatment guarantee per the Owner's request upon a backup due to live roots.

3. GUARANTEE

For each sewer section (manhole to manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows. At the option of the Owner, the Contractor shall, at his own expense, re-treat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up and floods due to tree root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment. Retreatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee. The guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Contractor is not responsible for any damages caused by main line sewer stoppages, regardless of cause. The decision of the Owner as to the cause of 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 or equal. An equivalent product may be acceptable to the City. Any equivalent product that a bid is submitted for, SDS sheets, brochures and other information regarding the effectiveness of the product to control roots and a listing of other 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 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 not 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.

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 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 Owner may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the Owner. The Contractor shall not be responsible for any damages caused by sewer stoppages.

7. PROTECTION OF WASTEWATER TREATMENT PLANT

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process. The active ingredient shall not adversely affect wastewater treatment plant processes. In the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of the Owner. The Contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater

Treatment Plant Operator. The Contractor shall provide a Spirometry Study performed with the chemical root control agent as evidence that the chemical root control agent will not have harmful effects to the treatment plant process or be toxic to or inhibit the activated sludge process.

8. GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE

The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

9. 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 for damages to property and/or the environment, this may arise directly out of the use of chemicals and/or pollution.

10. 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.

11. QUALIFICATIONS

The Contractor shall be licensed as a Certified Pesticide Applicator with the State prior to the bid date. Contractors not meeting the requirements will be evaluated on a case by case basis if said contractor is apparent low bidder. The contract will be awarded to the most qualified, responsive and responsible bidder submitting the lowest bid complying with the conditions of the bidding documents, as determined by the sole discretion of the Owner. It is the intent of the Owner to award to the lowest qualified bidder. The Owner reserves the right to reject any or all proposals or to waive any formality or irregularity in any proposal in the interest of the Owner. Additional references may be requested by the Owner. All work shall be performed by Certified Pesticide Applicators licensed with the State. A license number for the applicator shall be submitted with the bid.

12. 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.

13. SUBSTITUTES AND PROVEN EQUIVALENTS

Use of any substitute or equivalent procedures, methods, or materials must be approved by the Owner in writing prior to the bid date. Should the Contractor wish to use any brand of material other than as specified herein, he shall submit to the Owner for review, complete descriptive literature naming the proposed substitution and manufacturer. Any equivalent material or methods shall comply with the requirements set forth above.

**CITY OF SANTA FE
BID FORM
BID # '17/08/B**

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **two (2) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. All specifications, terms and conditions are met.
- b. Exceptions have been taken and noted on attached sheet(s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory acceptance of materials from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

DELIVERY

Bids shall include all costs of delivery to the and by the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer’s literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

PROPOSAL 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	UNIT PRICE PER LINEAR FOOT TO CONDUCT THIS SERVICE	ESTIMATED LINEAR FOOTAGE	EXTENDED PRICE
6 inch		2,500	
8 inch		77,000	
10 inch		8,500	
12 inch		2,000	
15 inch		5,500	
18 inch		4,000	
Additional Manholes*		50	

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

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.

REQUIRED SUBMITTALS WITH BID FORM

1. New Mexico Certified Pesticide Applicator License Number.
2. Manufactures Printed Literature and Specification Sheets.
3. Resident, Local, or, Veteran's Preference If Eligible.

BIDDER'S:

Firm

Address

Authorized Signature

Print Name

Position

Phone Number

Fax Number

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): _____
TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

INSTRUCTIONS RELATING TO
LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of BID's or BID's.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or BID. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided

on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____

Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and _____(the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide sewer cleaning and root control services for the City:

A. Contractor shall chemically treat sewer lines with an EPA Accepted Chemical Root Control Agent, in order to kill the existing roots in the sewer line and to inhibit their re-growth. The chemical used shall be Razorooter® II Foaming Root Control or an equivalent approved by the City as described in Exhibit "A", attached hereto and incorporated herein.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed _____ (\$_____)
plus/inclusive of applicable gross receipts taxes as described in Exhibit A, attached
hereto.

B. The Contractor shall be responsible for payment of gross receipts
taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of
detailed statements containing a report of services completed. Compensation shall be
paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations
and authorization being made by the City for the performance of this Agreement. If
sufficient appropriations and authorization are not made by the City, this Agreement shall
terminate upon written notice being given by the City to the Contractor. The City's
decision as to whether sufficient appropriations are available shall be accepted by the
Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on
June 30, 2017, unless sooner pursuant to Article 6 below. This Contract shall have the
option to be renewable for three (3) additional twelve (12) month terms with the mutual
agreement of both parties.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days
written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees

not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the

right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate

against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Waste Water Division Director

Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

1. GENERAL

The purpose of this project is to chemically treat sewer lines with an EPA Accepted Chemical Root Control Agent, in order to kill the existing roots in the sewer line and to inhibit their re-growth. The chemical used shall be Razorooter® II Foaming Root Control or an equivalent approved by the owner.

2. CONTRACTOR RESPONSIBILITIES

A. Contractor shall provide all equipment and materials necessary to complete chemical root treatment to sewer lines.

B. The chemical shall be stored at the contractor's location. However, if this is not possible, the contractor must make arrangements in advance with the Owner to store the chemical.

C. The Contractor must have a State Certified Pesticide Applicator on site at all times when doing chemical applications.

D. The Contractor is responsible for all clean up and restoration associated with any chemical spill or property damage caused by the Contractor. The Contractor will not be responsible for any damages caused by sewer back-ups.

E. The Contractor shall provide Pollution Liability Insurance in addition to all other insurance required by the Owner.

F. The Contractor shall provide proper traffic control and safety devices in high traffic areas to protect the public and Contractor from personal injury and any damage to the job site.

G. The Contractor shall follow the manufacturer's directions for use and all Federal, State and Local laws when using, transporting and disposing of the chemical and associated packaging.

H. The Contractor shall provide a money back or retreatment guarantee per the Owner's request upon a backup due to live roots.

3. GUARANTEE

For each sewer section (manhole to manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows. At the option of the Owner, the Contractor shall, at his own expense, re-treat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up and floods due to tree root obstructions within a period of two

years, beginning on the date of treatment, and ending two years after the date of treatment. Retreatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee. The guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Contractor is not responsible for any damages caused by main line sewer stoppages, regardless of cause. The decision of the Owner as to the cause of 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, SDS sheets, brochures and other information regarding the effectiveness of the product to control roots and a listing of other 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 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 not 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.

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 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 Owner may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the Owner. The Contractor shall not be responsible for any damages caused by sewer stoppages.

7. PROTECTION OF WASTEWATER TREATMENT PLANT

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process. The active ingredient shall not adversely affect wastewater treatment plant processes. In the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of the Owner. The Contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater Treatment Plant Operator. The Contractor shall provide a Respirometer Study performed with the chemical root control agent as evidence that the chemical root control agent will not have harmful effects to the treatment plant process or be toxic to or inhibit the activated sludge process.

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 for damages to property and/or the environment, this may arise directly out of the use of chemicals and/or pollution.

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 be licensed as a Certified Pesticide Applicator with the State prior to the bid date. Contractors not meeting the requirements will be evaluated on a case by case basis if said contractor is apparent low bidder. The contract will be awarded to the most qualified, responsive and responsible bidder submitting the lowest bid complying with the conditions of the bidding documents, as determined by the sole discretion of the Owner. It is the intent of the Owner to award to the lowest qualified bidder. The Owner reserves the right to reject any or all proposals or to waive any formality or irregularity in any proposal in the interest of the Owner. Each bidder is required to submit with his bid the contractor qualification form attached to these specifications. Additional references may be requested by the Owner. All work shall be performed by Certified Pesticide Applicators licensed with the State. A license number for the applicator 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. SUBSTITUTES AND PROVEN EQUIVALENTS

Use of any substitute or equivalent procedures, methods, or materials must be approved by the Owner in writing prior to the bid date. Should the Contractor wish to use any brand of material other than as specified herein, he shall submit to the Owner for review, complete descriptive literature naming the proposed substitution and manufacturer. Any equivalent material or methods shall comply with the requirements set forth above.

**PROPOSAL 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	UNIT PRICE PER LINEAR FOOT TO CONDUCT THIS SERVICE	ESTIMATED LINEAR FOOTAGE	EXTENDED PRICE
6 inch		2,500	
8 inch		77,000	
10 inch		8,500	
12 inch		2,000	
15 inch		5,500	
18 inch		4,000	
Additional Manholes*		50	

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

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 Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2016 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$10.91
PER HOUR

Santa Fe's Living Wage

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.