



The City of
OKLAHOMA CITY

INVITATION TO BID

NOTICE is hereby given that the Oklahoma City Water Utilities Trust will receive sealed bids at the **OFFICE of the CITY CLERK, 200 North Walker, Oklahoma City, Oklahoma 73102**, until 10:00 a.m. on November 10, 2009, for the following:

Bid Number: OCWUT32-10 Title: Services to provide Foaming Root Killer for the Utilities Department from date of award through April 30, 2013

You are invited to submit a bid to supply the items specified. Bids shall be made in accordance with the Forms and Instructions (noted below). Request for bids may be posted on the City's website at www.okc.gov.

Bids filed with the City Clerk will be opened at the time stated, or later, in the Conference Room, located on the 2nd floor of the Municipal Building. Bids received after 10:00 a.m. on the above date, **will not be accepted, and will be returned to the bidder unopened**. There will be no exceptions to this policy. All bids will remain on file at least 48 hours thereafter before a pricing agreement/contract award will be recommended to the Oklahoma City Water Utilities Trust.

Enclosed are the following Forms and Instructions:

General Bid/Pricing agreement/contract Forms: Return all pages of bid document.

Form 1 of 8, return with your bid.

Form 2 of 8, must be signed and returned, or your bid will be invalid.

Form 3 of 8, must be completed prior to pricing agreement/contract award, return with bid.

Form 4, 5 & 6 of 8, must be completed prior to payment of invoices, return with bid.

Technical Specifications, to be returned with your bid.

Pricing Pages, to be returned with your bid.

Other Questionnaires (if applicable) to be returned with your bid.

If you have questions, or need additional information, you may contact me at (405) 297-2267 or email Robert.neely@okc.gov

Robert Neely, Contract Coordinator
The City of Oklahoma City
Utilities Department

IMPORTANT: On hard copy bids please write the bid number, bid opening date, and title (as listed above) on the lower left corner on the outside of your bid envelope. Put the information on a label or draw a box around it to make it easier to see.

BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT
THIS FORM MUST BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.

INSTRUCTIONS: This document MUST be completed prior to pricing agreement/contract award. Failure to properly execute the signature portion on the bid/pricing agreement/contract form prior to pricing agreement/contract award will result in rejection of your bid. This form constitutes your bid and will be the pricing agreement/contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of it's terms as well as those contained in the specifications.

For hard copy bids, return the bid/pricing agreement/contract form, along with all accompanying documents and specifications, to the attention of: City Clerk/Secretary, The City of Oklahoma City, Municipal Building, 200 N. Walker, Oklahoma City, OK 73102. The envelope must be sealed and clearly identified on the outside with the bid number, item description, bid opening date and the bidder's name and address. Invitations to bid will be posted on the City's web site at: www.okc.gov. The specifications and bid documents may be downloaded from that site. Electronic bidding may be available on certain bids. If so, the bid will be specifically noted and an access link will be provided. If the bid is not identified as an electronic bid, then only sealed, hard copy, bids will be accepted. Electronic bids may only be submitted through the City's web site.

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between _____ hereinafter referred to as "bidder" and The City of Oklahoma City, a municipal corporation, or a Public Trust hereinafter referred to as the "Contract Entity."

WITNESSETH:

WHEREAS, the governing body of the Contract Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contract Entity constitutes the bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The bidder agrees to sell and deliver to the Contract Entity, the items of material and/or services, specified in the submitted bid proposal, which is attached hereto and made a part of this pricing agreement/contract, or as listed below:

Item Number	Description	Quantity	Unit	Unit Price	Total
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Check here if bid prices are attached

Delivery in _____ days F.O.B. Oklahoma City, Oklahoma Grand Total _____
 Discount for Prompt Payment _____% _____ Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this pricing agreement/contract will conform to the specifications attached and hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the bidder, upon notice from the Contract Entity, shall promptly correct or replace the same at the bidder's expense. If the bidder shall fail to so do, the Contract Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the bidder, all such goods will be held at the bidder's risk. The Contract Entity may, at the bidder's direction, make available such goods to be returned to the bidder at the bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the bidder. Any payment for such goods shall be refunded by the bidder unless the bidder promptly corrects or replaces the same at the bidder's expense.

4. The Contract Entity agrees to pay to the bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contract Entity, of the material and/or service[s] above described and upon the filing by the bidder, and approval by the Contract Entity, of a verified claim for the amount due.

5. The bidder agrees, in connection with the performance of work under this pricing agreement/contract:

a. That the bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The bidder shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contract Entity setting forth the provisions of this section, and;

b. That the bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this pricing agreement/contract.

6. In the event of the bidder's non-compliance with the above non-discrimination clause, this pricing agreement/contract may be canceled or terminated by the Contract Entity. The bidder may be declared by the Contract Entity ineligible for further pricing agreement[s]/contract[s] with the Contract Entity until satisfactory proof of intent to comply is made by the bidder.

7. The risk of loss or damage shall be borne by the bidder at all times until the acceptance of goods, properly packed, by the Contract Entity.

8. This pricing agreement/contract, specifications and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this pricing agreement/contract. This pricing agreement/contract may not be modified or assigned unless approved in writing and signed by both parties.

9. The parties assume and understand that the variables in the bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the bidder's costs will not alter the bidder's obligations under this pricing agreement/contract nor excuse performance or delay on the bidder's part.

10. This pricing agreement/contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the bidder has any commercially reasonable alternative method of performing this pricing agreement/contract by purchase on the market or otherwise, the bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this pricing agreement/contract were destroyed or their delivery delayed because of an event described above.

11. The shipping or receiving of any goods under this pricing agreement/contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

12. This pricing agreement/contract shall be governed by the laws of the State of Oklahoma.

13. The bidder shall be responsible for complying with all applicable federal, state and local laws.

The undersigned individual states that the Bidder will be bound by its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for bidders.

WITNESS the hands of the parties hereto:

→ → → THIS FORM MUST BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Sign Here ✕

Signature of Individual _____ Title _____

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Printed Name of Individual _____

Company Name and Address [Please Print] _____ Zip Code _____

Telephone Number and Fax Number if any _____

ANTICOLLUSION AFFIDAVIT

THIS FORM MUST BE COMPLETED PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

The undersigned individual states that the Bidder will be bound by its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for bidders.

→ → → THIS FORM TO BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Sign Here ✕

 Signature of Individual Title

 Printed Name of Individual

 Company Name and Address [Please Print] Zip Code

 Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * _____)
 County of * _____) SS.
 [*State and County where notarized must be written in for bid to be considered.]

Signed and sworn to before me on this ____ day of _____, _____ by _____.
 [Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: _____ [Oklahoma] Notary Public Printed Name

My Commission Expires: _____ [Date/Year] Notary Public Signature [49 Okla. Stat. 1985 §119]



VENDOR REGISTRATION / W-9 FORM

***** SUBSTITUTE W-9 *****

Federal Taxpayer Identification Number (FIN):

Grid for Federal Taxpayer Identification Number (FIN)

OR Social Security Number: (IF INDIVIDUAL OR SOLE PROPRIETORSHIP)

Grid for Social Security Number

PRINT HERE: NAME OF BUSINESS OR OWNER, IF SOLE PROPRIETOR/INDIVIDUALLY OWNED

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number... and
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding... and
(3) I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGN HERE: DATE:

*****VENDOR REGISTRATION FORM*****

INSTRUCTIONS: Please mark all that apply to you or your company.

Grid for selecting business type and other options: Sole Proprietor/Individual Owned, Partnership, Limited Liability Company (LLC), Lawyer/Attorney, Medical Provider, Corporation, Non-Profit, Government, New Vendor, One-Time Vendor, Address Change, Federal Tax ID No Change.

SALES ADDRESS:

SALES ADDRESS form fields: Individual Name if Sole Proprietorship, Company Name, Street or PO Box, City, State, Zip, Contact Person, E-Mail Address, Telephone Number, Fax Number.

BID ADDRESS (if different):

BID ADDRESS form fields: Individual Name if Sole Proprietorship, Company Name, Street or PO Box, City, State, Zip, Contact Person, E-Mail Address, Telephone Number, Fax Number.

PAYMENT ADDRESS:

PAYMENT ADDRESS form fields: Individual Name if Sole Proprietorship, Company Name, Street or PO Box, City, State, Zip, Contact Person, E-Mail Address, Telephone Number, Fax Number.

Do you have an electronic catalog? If so, please provide the link to your web site:

Do you wish to receive payments by electronic funds transfer? Attach an EFT/ACH form (available at www.okc.gov).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Section 11 of the City Charter prohibits employees of the City from having direct or indirect interest in City Pricing Agreements/Contracts.

Return to: Procurement Services (405) 297-2741 Fax (405) 297-2142 100 N. Walker, Suite #100 Oklahoma City, OK 73102

Signature of Person Authorized to Sign Date Signed
Print Name Title

Title VI Compliance Report of Employment

AS OF _____

EEO/AA OFFICER _____ TELEPHONE _____

COMPANY/FIRM NAME _____ PROJECT NO. _____

JOB CATEGORY	WHITE		BLACK		HISPANIC		ASIAN AMER		AMER INDIAN		OTHER (SPECIFY)		TOTAL	HANDI-CAPPED
	M	F	M	F	M	F	M	F	M	F	M	F		
OFFICIAL MANAGER														
PROFESSIONAL														
TECHNICIAN														
PROTECTIVE SERVICES														
PARA PROFESSIONAL														
OFFICE CLERICAL														
SKILLED CRAFT														
SERVICE MAINTENANCE														
TOTAL/ PERCENT														

STATEMENT OF COMPANY'S EQUAL OPPORTUNITY POLICY: _____

TITLE VI COORDINATOR NAME: _____ TELEPHONE: _____

SIGNED/TITLE: _____ DATE: _____

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDERS PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS/REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S PROPOSAL. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THESE REQUIREMENTS AND INSTRUCTIONS.

1. **EXAMINATION BY BIDDERS.** All bidders must examine the specifications, drawings, schedules, special instructions and these general requirements prior to submitting any bid/pricing agreement/contract. Failure to examine is at the bidder's own risk.

2. **SUBMISSION OF FORMS PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.** All bids must be completed in ink or typewritten, on the forms provided by the Contract Entity prior to contract award. Any erasures or other changes must be initialed by the individual signing the bid. All bids/proposals will not be considered unless the bid/pricing agreement/contract form is signed by the bidder or an authorized agent prior to award. The anticollusion affidavit must be executed by the bidder/proposer or an authorized representative and notarized. The notarization must contain: [1] the notary's signature [2] jurisdiction where notarization took place (i.e., State of __, County of __), [3] date of notarization, [4] the notary's commission expiration date [5] the notary's commission number (Oklahoma) [6] the notarial seal and [7] comply with all other applicable laws. Failure to properly execute the bid/pricing agreement/contract Form & non-discrimination statement prior to award will result in rejection of the bid.

3. **ORIGINAL BID FILED WITH CITY CLERK/SECRETARY.** a. Hard Copy Bids: An original of the bid/proposal must be filed with the City Clerk/Secretary in a sealed envelope which clearly identifies:

[1] the bid number, [2] description, [3] bid opening date, and [4] the bidder's name and address. All bids must be time stamped by the City Clerk's/Secretary's office before the hour specified on the opening date. b. Electronic Bids: Invitations to bid will be posted on the City's web site at: www.okc.gov. The specifications and bid documents may be downloaded from that site. Electronic bidding may be available on certain bids. If so, the bid will be specifically noted and an access link will be provided. If the bid is not identified as an electronic bid, then only sealed, hard copy, bids will be accepted. Electronic Bids must be submitted through the City's web site. The web site only permits bids from registered bidders up to the bid deadline.

4. **DESCRIPTIVE TERMS.** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not restrict bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

5. **EXCEPTIONS.** Any exceptions [variances] to these instructions or specifications must be submitted along with the bidder's proposal. Failure to indicate any exceptions [variance] will be regarded as full compliance with these requirements, specifications and instructions and will be construed to mean that the bidder proposes to furnish the exact commodity as described in the specifications/requirements.

6. **UNIT PRICES.** A unit price for each unit bid must be shown and include packaging and/or packing, if any, unless otherwise specified. If the quantity is an estimate, the unit price only shall be listed. On items where a quantity is specified, a total shall be entered in the appropriate column of the bid schedule. If an error is made in extension of the price, the unit price shall prevail. Items or estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the bidder to the destination specified in the special instructions of the specifications.

7. **EXEMPTIONS FROM CERTAIN TAXES.** The purchase of certain items of equipment and/or materials by the Contract Entity is exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Upon request, applicable federal excise exemption certificates will be furnished.

8. **PAYMENTS AND DISCOUNTS.**

[a] Payment for the materials, supplies, or equipment as specified in the pricing agreement/contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s) and/or notarized claim voucher, if applicable. Purchases may be made using a purchasing card however, processing fees may not be added.

[b] Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. However, offered discounts will be taken if payment is made within the discount period.

[c] Late charges cannot be assessed against the City or a Trust.

9. DELIVERY.

[a] All prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the special instructions) with all charges prepaid to the actual point of delivery.

[b] Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids/proposals to be rejected. A successful bidder is required to keep the purchasing agent advised at all times of the status of the order. All materials, supplies or equipment shall be delivered within thirty (30) days from the date of the award of the pricing agreement/contract, unless specified otherwise.

10. AWARD OF PRICING AGREEMENT/CONTRACTS. The Contract Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.

11. BID BONDS. If required by the specifications, a bid bond [or a certified check or cashier's check] in the required amount must accompany the bid. This bond may be retained by the Contract Entity as liquidated damages should the successful bidder fail to comply with the terms of this bid/proposal. The City Clerk's/Secretary's office may return all bonds or deposits to unsuccessful bidders after the pricing agreement/contract has been awarded.

12. PERFORMANCE BONDS. If required by the specifications, the successful bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of pricing agreement/contract. The bid bond or deposit may be returned to the successful bidder upon the posting of the performance bond.

13. PATENTS. The bidder agrees to indemnify and save harmless the Contract Entity, the purchasing agent and assistants from all suits and actions of every nature and description brought against the bidder and/or any assistants because or for the use of patented appliances, products or processes. The bidder shall pay all royalties and charges which are legal and equitable evidence of such payment or satisfaction shall be submitted upon request of the City/Trust, as a necessary requirement in connection with the final execution of any pricing agreement/contract in which patented appliances, products or processes are to be used.

14. TERMINATION.

[a] The performance of services and/or the delivery of items under any pricing agreement/contract may be terminated by the Contract Entity, in whole or in part, whenever it is determined to be in the best interest of the Contract Entity.

[b] Any such termination will be effected by delivery to the bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.

[c] After receipt of a termination notice, the bidder shall stop performance of services and/or accept no further orders under the pricing agreement/contract.

15. COMPLIANCE WITH APPLICABLE LAW. All bidders must comply with all applicable federal, state or local laws and regulations. Including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. 2000d-et seq.

16. SELF-INSURED. The City or Trust is self-insured for its own negligence, subject to the Governmental Tort Claims Act, Title 51 sections 151 et.seq.

17. RIGHT TO AUDIT. The Contract Entity shall at all times have the right to examine books, papers and records of the successful bidder relative to all aspects of the pricing agreements/contracts awarded as a result of this bid to confirm pricing agreement/contract compliance. Failure to provide the requested information may result in termination of the pricing agreement/contract. This right to audit only affects pricing agreement/contract compliance as a result of this bid, and does not apply to vendor records beyond the scope of the pricing agreement/contract.

18. PROPRIETARY INFORMATION. All material submitted to the City becomes public property and is subject to the Oklahoma Open Records Act upon receipt. If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the District Court. If the Bidder fails to identify proprietary information, he agrees that by submission of bid that those sections shall be deemed non-proprietary and available upon public request. Notwithstanding this provision, Bidders must not identify the entire bid as proprietary.

SPECIFICATIONS FOR
SERVICES TO APPLY FOAMING ROOT
KILLER

FROM DATE OF AWARD THROUGH
APRIL 30, 2013

SERVICES TO APPLY FOAMING ROOT KILLER

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**SERVICES TO PROVIDE FOAMING ROOT KILLER
INSTRUCTIONS TO BIDDERS**

INTENT: The Oklahoma City Water Utilities Trust (OCWUT) will accept sealed bids for services to apply chemical root control agent for the Utilities Department.

SCOPE OF PRICING AGREEMENT/CONTRACT: The contractor shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The City reserves the right to award this pricing agreement/contract to a single vendor or to multiple vendors, whichever is deemed to be in the City's best interest. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "NB" in the space provided.

CONTRACT ENTITY: The term "Contract Entity" as used throughout these specifications shall mean The Oklahoma City Water Utilities Trust. However, should the City of Oklahoma City or any other City Trust, choose to avail itself of the goods or services from the resultant pricing agreement/contract(s), the contracted vendor(s) will honor the terms and conditions, including price, of the pricing agreement/contract(s).

PRICING AGREEMENT/CONTRACT PERIOD: The pricing agreement/contract shall be in effect commencing on the date of award or other date as approved by Council through April 30, 2013.

OCWUT PRICING AGREEMENT/CONTRACT PERIOD:

The pricing agreement/contract shall be effective from date of award through April 30, 2013 providing the contracted vendor's performance has been satisfactory by all parties concerned.

The vendor's performance will be evaluated on an on-going basis during the duration of this pricing agreement/contract. Based on these evaluations, The OCWUT's General Manager and/or appointed designee will determine if any problems exist. The following criteria will be applied in the pricing agreement/contract evaluation performance process:

1. The ability, capacity, and skills utilized by the contracted vendor in the performance of the pricing agreement/contract and providing the services required;
2. Whether the contracted vendor performed the requirements of the pricing agreement/contract in providing the service promptly, or within the time specified, without delay or interference;
3. The quality, availability and adaptability of the supplies, materials, and repair parts furnished to the particular use required;

The Contract Entity reserves the right to cancel the pricing agreement/contract in the event of vendor's inability to perform the requirements of the pricing agreement/contract.

DELIVERY: Bidders shall specify below their proposed delivery times for the requested goods and/or services. If a deadline is specified and no alternative is proposed, it will be assumed that you will meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at destination.
2. Although source inspection by the Contract Entity is not anticipated under this pricing agreement/contract, the provisions of this article shall in no way be construed to limit the rights of the Contract Entity to otherwise conduct source inspections which it deems to be appropriate.

F.O.B. DESTINATION:

1. The contractor shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points located within the City's corporate limits.
2. Inside delivery is required.

COMMERCIAL PACKAGING: Preservation, packaging, packing and marking will be in accordance with contractor's best commercial practice, to provide adequate protection against shipping damage.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contract Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The contractor agrees to furnish all quantities ordered by Contract Entity during the pricing agreement/contract period.
3. The Contract Entity agrees to place orders with the contractor for all its requirements for those items shown in the price schedule, as awarded, except as follows:
 - a. Quantities of items needed under conditions of emergency or public exigency as approved by the OCWUT General Manager or designee.

- b. Quantities of items obtainable from State contracts, as approved by the OCWUT General Manager or designee.
 - c. Quantities of items where federal funds are involved and other actions are warranted for federal regulatory compliance purposes.
 - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this pricing agreement/contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.

ORDER OF PRECEDENCE: In the event of an inconsistency between provisions of this pricing agreement/contract, the inconsistency shall be resolved by giving precedence in the following order: (i) pricing agreement/contract articles, (ii) requirements for bidders, (iii) pricing agreement/contract instructions, and (iv) other references.

CANCELLATION OF PRICING AGREEMENT/CONTRACT:

The Contract Entity reserves the right to cancel this pricing agreement/contract with thirty days written notice to said contractor in the event of an inconsistency with the provisions of the pricing agreement/contract. If an inconsistency arises between the various provisions of this pricing agreement/contract, it shall be resolved by giving precedence in the following order:

- a. The pricing agreement/contract/suppliers proposal provisions pricing agreement/contract articles
- b. Requirements for bidder
- c. The specifications/pricing agreement/contract instructions
- d. Any other references

The successful contractor is required to give the Contract Entity sixty days written notice in the event that cancellation of this pricing agreement/contract becomes an issue on behalf of the contractor.

PAYMENT METHODS:

The ordering departments will utilize purchase order numbers or purchasing cards for ordering the services or materials they require as the need arises during the pricing agreement/contract period.

The City of Oklahoma City shall not be held liable for any and all damages sustained by vendors for delivery of materials awarded by pricing agreement/contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Services performed for any Oklahoma City department without a purchase order document, purchase order number

or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE:

1. The Contract Entity will process payments promptly after completion of delivery of items ordered by the Contract Entity and after receipt of properly prepared invoices.
2. The original invoice must be mailed directly to the Oklahoma City Water Utilities Trust, Attn: Municipal Accountant III, 420 West Main, Suite 500, Oklahoma City, OK 73102. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all.
3. Invoices must be delivered in duplicate and must contain the following information:
 - a. Vendor's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased to include:
 - i. description/stock number
 - ii. unit price
 - iii. quantity
 - iv. unit of issue (pound, ton (etc.))
 - v. total price
 - e. Total amount of invoice
 - f. Date of delivery
 - g. Name of Contract Entity personnel who made order
4. Invoices must not reflect any outstanding backorders.
5. Payment to the bidder shall be made only after all work specified by the Contract has been completed to the Contract Entity satisfaction, and all reports and submittals requested by the specifications or the Contract Entity have been received by the Contract Entity.

WARRANTY:

1. The contractor warrants that at the time of delivery, all items furnished under this pricing agreement/contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this pricing agreement/contract. All bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the contractor agrees that the

Contract Entity shall have the right to:

- a. Reject and return each nonconforming item to the contractor for correction or replacement at the contractor's expense; or
 - b. Require an equitable adjustment in the pricing agreement/contract price.
3. This warranty shall be in addition to any other rights of the Contract Entity.
 4. All equipment warranties shall start on the date of installation, and will be for the full term of said warranty.

GENERAL PROVISIONS: The following documents are attached or by this reference incorporated as a part of this pricing agreement/contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Anticollusion Affidavit
- c. Requirements for Bidders

MATERIAL SAFETY DATA SHEETS: Any Contractor supplying The City of Oklahoma City or a related Trust materials that require a Material Safety Data Sheet (MSDS) will furnish the required sheet or a composite concentration list in one of the following manners:

1. Submitted as part of the bid document
2. Submitted prior to pricing agreement/contract award
3. Submitted with the product invoice
4. Submitted at the request of the City or Trust

In all instances, the Contractor shall furnish the material safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to or from the City or related Trust. The appropriate bid number, pricing agreement/contract number, delivery ticket number, or invoice number shall be clearly marked on the material safety data sheet or the composite concentration lists. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
420 W. Main, Ste. 630
Oklahoma City, Oklahoma 73102
(405) 297-3891

OTHER REQUIREMENTS:

RIGHT TO ACCEPT OR REJECT AND WAIVING OF FORMALITIES:

The Contract Entity reserves the right to reject any or all bids, to waive certain formalities, or to award the pricing agreement/contract to the lowest and best bidder depending upon the selection criteria.

CLARIFICATION:

These specifications constitute a vital part of the vendor's bid proposal. The proposed bid must be submitted on these specifications. FAILURE TO DO SO MAY RESULT IN A RECOMMENDATION OF BID REJECTION.

AWARD OF BIDS:

The Contract Entity reserves the right to award this pricing agreement/contract by line item, by group of items, or all items of the bid; to reject any or all bids in whole or in part, if to the best interest of the Contract Entity. "All or none" type bids will be considered only when it is deemed to be in the best interest of the Contract Entity.

The Contract Entity may choose to award pricing agreement/contract(s) of a particular item or group of items to one or more contractors. The contractor(s) may be identified as Primary or Secondary contractors for the items or group of items based on the lowest and best bids(s) for those items or groups of items.

Normally, the Contract Entity will endeavor to procure the materials and/or services only from the Primary vendor. If for any reason(s) the Primary vendor is unable to meet the requirements for the materials and/or services within the contracted period, or in emergency situations, unable to meet the critical needs as required, the Contract Entity may procure such materials and/or services from the Secondary contracted vendors in that order, to meet its critical requirements.

In the event all bids(s) received for a single item or group of items exceed the stated delivery requirements, the Contract Entity reserves the right to consider the bids.

In the event of similar/identical bids per line item or group of items, the award may be based on shortest delivery as per response from the vendor's delivery schedule sheet.

SUB-CONTRACTING:

No sub-contracting repair services shall be allowed under this pricing agreement/contract unless the work is to be performed by the manufacturer and/or manufacturer's authorized representative. In the event a purchase order is issued, which may be beyond the successful bidder's capabilities to repair, the materials and/or labor may be sub-contracted out by the successful bidder, upon written approval by the **ordering department's authorized**

representative. No sub-contracting services shall be performed under this pricing agreement/contract unless the successful bidder receives written approval from the ordering department. Sub-contracting work performed by a vendor without prior written approval from the ordering department's authorized representative **shall constitute an un-authorized purchase.**

The successful bidder must submit to the Contract Entity, Accounts Payable Section an itemized invoice for materials, and labor from the subcontractor for work performed, in order to constitute an authorized claim for payment. All vendors' direct costs must be shown on the invoice for all items on all repair parts and/or replacement parts.

GUARANTEE:

All bidders shall guarantee that the materials and supplies they propose to furnish shall be in accordance with the manufacturer's specifications and shall perform the functions for which they were designed, manufactured and proposed by the bidders for use by the Contract Entity.

COST ADJUSTMENT TERMS:

PRICE INCREASES WILL NOT BE HONORED WITHOUT PROPER NOTIFICATION TO THE CONTRACT ENTITY.

1. Repair/replacement/consumable parts - prices are to be based on a percentage discount and/or markup from the Manufacturer's Published Price List. The percentage discount and/or markup is to remain firm for the duration of the pricing agreement/contract, but said Manufacturer's Price Lists are subject to fluctuation in accordance with change as issued by the manufacturer. Increases will incur to the benefit of the vendor. Decreases will incur to the benefit of the Contract Entity.

A copy of the appropriate page from the vendor's catalog showing the Manufacturer's list price or a copy of the Manufacturer's invoice shall be furnished to the Contract Entity, upon request for verification of prices.

2. Changes in Price List shall be effective ten (10) working days after receipt by the Contract Entity Procurement Services Division and/or the Utilities Department, or at a later date designated by the contractor. *Increases in repair/replacement/consumable parts price lists shall not be retroactive.*
3. The following information must be shown as reference on your letter of request for price increases and must be submitted on your company's letterhead, and signed by an officer (e.g. president, vice-president, etc.) authorized to execute pricing agreement/contracts on behalf of your company.

- a. Assigned pricing agreement/contract number
- b. The Contract Entity's bid number (OCWUT32-10)

c. Title of pricing agreement/contract

A written request for a price increase must be submitted prior to the effective date to the address below:

The Oklahoma City Water Utilities Trust and
Utilities Department
c/o Robert Neely, Contract Coordinator
420 W. Main, Suite 500
Oklahoma City, OK 73102

LIABILITY & PROPERTY DAMAGE INSURANCE:

The bidder assumes all risks incident to or in connection with its purpose to be conducted hereinunder and shall indemnify, defend and save The City of Oklahoma City harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the bidder's operations and arising from acts or omissions of its employees and shall indemnify, defend, and save harmless The City of Oklahoma City from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of bidder or any of its agents or employees.

In this connection, the bidder shall carry Worker's Compensation in accordance with State Laws and Employers Liability Insurance in the following amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

The insurance policies shall be issued by a company approved by The City of Oklahoma City/Oklahoma City Water Utilities Trust. The City shall be furnished with a Certificate of Insurance, which shall provide that such insurance shall not be changed or canceled without ten days prior written notice to The City of Oklahoma City. Certificates of Insurance shall be delivered to The City of Oklahoma City prior to the commencement of the Agreement. **The policy shall list The City of Oklahoma City and OCWUT as co-insured or additional insured.**

BID TABULATION:

A bidder may request a copy of the bid tabulation by including a stamped, self-addressed envelope in with the bid. **Your request must be identified by the bid numbers, write the bid number on the outside of the return envelope.**

TECHNICAL SPECIFICATIONS

Attachments to be submitted with bid proposal

Proposal Price Page
Bidder's Business & Applicator Qualifications Page
Bidder's Reference Page

1. GENERAL

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

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

2. BIDDER RESPONSIBILITIES

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

- a. **Bidders must be licensed with the Oklahoma Department of Agriculture prior to the bid date.** All Bidders must have a minimum level of pesticide application experience, (see section 10), and employ a State Certified pesticide applicator on the job site at all times.
- b. **The bidder shall provide Pollution Liability Insurance;** in addition to all other insurance and bonds specified herein (see section 8).
- c. **The bidder shall provide a money-back guarantee on all work specified herein as set forth below (see section 3).**
- d. **The bidder is responsible for all property damage and for all cleanup and restoration associated with any chemical spill.** (See section 6). The bidder is not responsible for any damages caused by sewer stoppages.
- e. Where work is located in high-traffic areas, the bidder shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public.
- f. The **bidder shall** use a reduced-pressure-zone backflow prevention device or air gap whenever accessing fresh water for mixing chemical.
- g. The bidder **shall return** every 4 to 8 months throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any free guarantee work that may arise.
- h. The **bidder shall comply with all Federal, State and Local Laws**, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers

3. GUARANTEE

For each sewer section (manhole-to-manhole) that is treated under the Contract, the bidder shall guarantee the work as follows. At the option of the Contract Entity, the bidder shall, at his own expense, **re-treat a sewer section, or refund 100% of the payment received to treat that section**, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up and floods due to tree root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment. Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

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

4. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent shall be registered with the EPA and the Oklahoma Department of Agriculture, **prior to the bid opening**, and shall be labeled for use in sewers to control tree roots. The chemical root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

A. Active ingredient:

1. Shall be a Category "E" compound, the most favorable rating attainable on the U.S. EPA's chronic exposure toxicological rating scale.
2. Shall not be considered a carcinogen, teratogen, mutagen, or oncogene, based on laboratory testing.
3. Shall be non-volatile in order to minimize exposure to collections system workers, treatment plant operators and homeowners through inhalation.

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).

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 and effectively treat large diameter pipe. Therefore, applications of chemicals designed to generate foam “chemically” on contact with water shall not be accepted.

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

6. PROPERTY DAMAGES CAUSED BY THE BIDDER

Should the bidder or his employees cause any damage to public or private property; the bidder will be required to make repairs immediately. The Contract Entity 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 bidder under this contract with the Contract Entity. The bidder shall not be responsible for any damages caused by sewer stoppages.

7. PROTECTION OF WASTEWATER TREATMENT PLANT

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

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

The bidder shall submit with bid a recent study from an accredited research facility documenting the effects of the proposed product on wastewater treatment plant facilities. At a minimum, this study shall address the toxicity of the product on wastewater treatment plant biota, including nitrifiers and denitrifiers, the toxicity of the product on treatment plant effluent, and the environmental fate of the product. This requirement is mandatory.

8. POLLUTION AND LIABILITY INSURANCE

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

At the time of the bid opening, the bidder **shall submit** written evidence that he has obtained Pollution Liability Coverage. This coverage shall protect the bidder, the Contract Entity, and the Contract Entity's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out 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 bidder's Pollution Liability Insurance.

In addition, the bidder'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 bidder 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 bidder's Federal DOT number and material EPA registration number must be submitted with bid.

10. QUALIFICATIONS

The bidder **shall** demonstrate a minimum level of five (5) years direct experience in applying chemical sewer root control agents. The bidder must have performed at least 10 other jobs similar in size and scope to the work specified herein, and have treated in excess of 750,000 linear feet of sanitary sewer with it's own personnel within the last 24 months. Any work performed by subcontractors for the bidder will not be considered.

The bidder **shall be licensed** as a pesticide application business with the Oklahoma Department of Agriculture **prior to the bid opening**. Bidders 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 "Bidder's Qualification Page" attached to these specifications.** Additional references, up to ten, may be requested by the Contract Entity.

All work shall be performed by Certified Pesticide Applicators licensed with the Oklahoma Department of Agriculture. Certified Pesticide Applicators, shall have a minimum three years experience in performing the type of work specified, and shall each have personally performed a minimum of 500,000 linear feet of treatments in the last three years as a Certified Pesticide Applicator. A minimum of three Certified Pesticide Applicators that are registered with the Oklahoma Department of Agriculture, prior to the bid, is required. **License numbers for these**

three applicators and years of experience shall be submitted with the bid. Additional proof of applicator experience may be requested by the Contract Entity.

11. ASSISTANCE PROVIDED BY THE CONTRACT ENTITY:

- a. A representative of the Contract Entity will accompany the bidder's crew, and/or sewer system drawings will be provided showing the exact locations of the pipes to be treated.
- b. The Contract Entity shall provide for the entering of private lands, public lands and right-of-ways.
- c. The Contract Entity shall provide a source of fresh water at a location or locations to be designated by the Contract Entity.
- d. The Contract Entity 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 Contract Entity in writing **prior to the bid date.**

Should the bidder wish to use any brand of material other than as specified herein, he shall submit to the Contract Entity 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 Sections 4-5).

13. LETTER OF CREDIT

Upon contract award, the successful bidder shall furnish a fully executed letter of credit in the amount of \$ 200,000.

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	ESTIMATED FOOTAGE	EXTENDED PRICE
6 inch		80,750 m.o.l.	
8 inch		80,750 m.o.l.	
10 inch		12,000 m.o.l.	
12 inch		8,000 m.o.l.	
15 inch		1,500 m.o.l.	
18 inch		4,500 m.o.l.	
24 inch		3,000 m.o.l.	
		Total Price (in figures)	

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

Yes	No	
		Bid Security, 10% of the total bid
		Specimen Label with MSDS
		Pollution Liability Insurance Certificate
		Contractor's Qualification Page
		Contractor's Reference Page
		Contractor's Confined Space Entry Employee Certificates (2 minimum)
		Product Study on Wastewater Treatment Plants

BIDDER'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.

Bidder Name: _____

Bidder's Oklahoma Pesticide Business License #: _____

Bidder Federal Department of Transportation #: _____

Name of Proposed Chemical Root Control Agent: _____

USEPA Root Control Agent Registration #: _____

Oklahoma Root Control Product Registration #: _____

Does the bidder have Pollution Liability Insurance as specified? _____

Bidder's Pollution Liability Insurance carrier: _____

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

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

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

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

Bidder's Oklahoma Certified Pesticide Applicators
(List 3 minimum)

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

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

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

BIDDER'S REFERENCE PAGE
(Submit with Bid)

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

ALL REFERENCES WILL BE TREATED AS THE BIDDER'S CONFIDENTIAL BUSINESS INFORMATION. **Previous work for the Contract Entity may be used as references. Complete each item for all 3 references. Additional references may be supplied by bidder.**

Owner/Agency:	
Address:	
City, State, Zip	
Contact/Phone:	()
Footage Treated:	
Date of Treatment:	

Owner/Agency:	
Address:	
City, State, Zip	
Contact/Phone:	()
Footage Treated:	
Date of Treatment:	

Owner/Agency:	
Address:	
City, State, Zip	
Contact/Phone:	()
Footage Treated:	
Date of Treatment:	

TOTAL FOOTAGE TREATED: _____

Owner/Agency:	
Address:	
City, State, Zip	
Contact/Phone:	()
Footage Treated:	
Date of Treatment:	

Owner/Agency:	
Address:	
City, State, Zip	
Contact/Phone:	()
Footage Treated:	
Date of Treatment:	

Owner/Agency:	
Address:	
City, State, Zip	
Contact/Phone:	()
Footage Treated:	
Date of Treatment:	

TOTAL FOOTAGE TREATED: _____

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

(Published in the Journal Record October 21 and October 28, 2009)

NOTICE TO BIDDER

Notice is hereby given that the Oklahoma City Water Utilities Trust, will receive sealed bids at the OFFICE OF THE CITY CLERK, 200 North Walker, Oklahoma City, Oklahoma 73102 until 10:00 A.M., on the November 10, 2009 for BID NUMBER: OCWUT32-10 Multi-year pricing agreement to provide services for applying chemical foaming root killer for the Utilities Department, date of award through April 30, 2013.

Bids shall be made in accordance with the Notice to Bidders, the Requirements for Bidders, the Specifications, and the Contract and Supplier's Proposal which are on file in the office of the Oklahoma City Water Utilities Trust at 420 W. Main, Ste 500. Oklahoma City, Oklahoma, and are made a part of this notice as though fully set forth herein. A copy of these papers may be obtained free at the office of the OCWUT.

Bids filed with the City Clerk shall be opened at the time stated above or later in the Conference Room, located on the 2nd floor of the Municipal Building. Bids received after 10:00 A.M., on the above mentioned date, will not be accepted and will be returned to the bidder unopened. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a contract shall be made and entered into hereon.

FRANCES KERSEY
SECRETARY

(SEAL)

Reviewed for form and legality.

ASSISTANT MUNICIPAL COUNSELOR