

ADVERTISEMENT TO BIDDERS
for
FOAMING ROOT CONTROL CHEMICAL
for
GRAND ISLAND WASTE WATER TREATMENT PLANT
CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be received at the office of the **City Clerk, 100 E. First Street, Grand Island, NE 68801** or **P.O. Box 1968, Grand Island, Nebraska 68802** until **2:15 p.m., (Local Time) Thursday, September 16, 2010** for furnishing **FOAMING ROOT CONTROL CHEMICAL, FOB** the City of Grand Island. Bids will be publicly opened at this time in Conference Room #1 located on the 1st floor of City Hall. Bids received after specified time will be returned unopened to the sender.

Bids shall be submitted on forms, which will be furnished by the City. **Please return one original and one copy of each bid sheet, checklist and letter.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

Successful bidder shall maintain a Drug Free Workplace Policy.

Bids will be evaluated based on conformity to specifications, price, formulation and packaging of product, and experience of the manufacturer.

The City reserves the right to reject any or all bids and waive irregularities therein and to accept whichever bid or part of bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw their bid for a period of forty-five (45) days after date of opening bids.

Specifications for use in preparing bids may be obtained from Fred Tustin 308-385-5430.

SECTION 504/ADA NOTICE TO THE PUBLIC: The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

RaNae Edwards
City Clerk



FOAMING ROOT CONTROL CHEMICAL

**Wastewater Division of
City of Grand Island**

**CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT**

SEPTEMBER 2010

City of Grand Island
WWTP
3013 E. Swift Road
Grand Island, NE 68801

September 1, 2010

Enclosed is the information for Foaming Root Control Chemical for the City of Grand Island.

If you have any questions regarding this, please call 308-385-5430 and ask for Fred Tustin.

**GENERAL SPECIFICATIONS
FOR
Foaming Root Control Chemical**

CITY OF GRAND ISLAND

Sealed bids will received at the office of the City Clerk, 100 East First Street, P.O. Box 1968, Grand Island, Nebraska until **2:15 p.m., (Local Time), Thursday, September 16, 2010**, for furnishing **Foaming Root Control Chemical** as specified in these bidding documents, FOB Grand Island, Nebraska.

Exceptions to Specifications

Any bidder who has exceptions to any specifications and requirements listed in the bidding documents must so state in the space provided below. It is the bidder's responsibility to clearly outline any exceptions. Failure by bidder to outline exceptions will require the successful bidder to comply with the specifications.

Exceptions to Specifications: Foaming Root Control Chemical

Attached are detailed minimum specifications. The following general specifications also apply to this bid.

Manuals	Supply manuals as required in minimum specifications.
Warranty	See detailed specifications for warranty requirements. Bidder should include warranty details with their bid; failure to comply may be cause for rejection of bid.
Description Literature	The bidder shall attach hereto, and it shall be made part of this bid, regularly printed literature as published by the factory which sets out and fully describes the chemical to be furnished in the bid. This literature or other supplemental information shall clearly indicate compliance with each and every item of these specifications. Failure to indicate compliance may be cause for rejection of bid.

OSHA & ANSI Requirements

In addition to other specified requirements, the chemical shall meet all current Occupational Safety and Health Administration and American National Standards Institute requirement specifications.

Delivery

Chemical is to be delivered from assembly point to Grand Island, Nebraska, by Commercial freight, rail or truck.

Delivery Date

Each bidder shall state in said bid a realistic delivery date for this chemical. Award winning bidder must deliver within quoted delivery time.

Payment

Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect chemical to confirm compliance with specifications. Any which does not meet the City's requirements will be returned at vendor's expense for correction. Title, manufacturer's use tax form, manuals must be received prior to approval of invoice. The invoice will be paid at the next regularly scheduled Council meeting occurring after the approval of the invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time. The furnished chemical must be new, the latest make or model, unless otherwise specified. The City of Grand Island Public Works Wastewater Division is tax exempt.

Fair Employment Practices

Each bidder agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

Data Privacy

Bidder agrees to abide by all applicable Local, State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents, and patent rights. The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

**Independent Price
Determination**

By signing and submitting bid, the bidder certified that: the prices in the bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

**Clarification of
Specification Documents**

Vendors shall promptly notify the Purchasing Agent of any ambiguity, inconsistency, or error which they may discover upon examination of the specifications. Interpretations, corrections and changes made to the specifications will be made by written addenda. Oral interpretations or changes to the specification made in any other manner will not be binding on the City; and bidders shall not rely upon such interpretations or changes. Following is the Purchasing Agent's name, address and telephone number Jason Eley, Assistant City Attorney, P.O. Box 1968, Grand Island, Nebraska 68802, (308) 385-5444, Extension 130.

Demonstration/Samples

If requested, the bidders shall, at bidder's expense, demonstrate and/or furnish samples of the exact items(s) proposed within seven (7) calendar days from receipt of such request from the City.

**Bid Evaluation and
Award**

No bid shall be withdrawn for a period of sixty (60) days after bid date. The City reserves the right to reject any and all bids, to waive technicalities and to accept the bid considered by the Purchaser to be in the City's best interest. The bid will be evaluated based on conformity to specifications, price, formulation and packaging of product and experience of the manufacturer.

Gratuities and Kickbacks City Code states that it is unethical for any person to offer, give or agree to give any City employee or former employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on the behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.

Budget years The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

LB 403 Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska register with and use federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska.

Title VI TITLE VI: The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the

grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

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**CITY OF GRAND ISLAND
BID REQUEST INSTRUCTION**

The City of Grand Island, Nebraska, Public Works Department, Wastewater Division, respectively requests sealed bids for the following:

FOAMING ROOT CONTROL CHEMICAL

As part of the Bid Request, the following items are attached:

Advertisement to Bidders
General Specifications
Bid Request Instructions
Minimum Bid Specifications
Bid Form

Sealed bids must be received by **2:15 p.m., (Local Time), Thursday, September 16, 2010,** and be addressed to:

City Clerk
City of Grand Island
Re: Bid – Foaming Root Control Chemical
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

Bids must include the following:

Bid – Attached
Completed Specifications and Bid Sheets – Attached

All information required in specifications must be included with bid. Supplementary material that the bidder wishes to include will be appreciated, but is not required.

Please direct bid questions to Fred Tustin at (308) 385-5430 or Fax (308) 385-5443.

MINIMUM BID SPECIFICATIONS

FOAMING ROOT CONTROL CHEMICAL

The chemical must be compatible to work with the Foaming equipment that the city already has. The current foaming machine is a Skid Mount Vaporooter Rootfoamer. The City will consider any chemical that meets or exceeds required minimum specifications as stated herein or any approved equal chemical. The City of Grand Island reserves the right to reject any or all bids and waive any technicalities.

Note: Chemical must be produced in the current year.

1. GENERAL

- 1.1 The purpose of this document is to specify a product to control tree roots in sanitary sewers.
 - Chemicals designed to be applied by soaking, spraying, dusting, pouring down the manholes, or other methods of application will not be considered.
- 1.2 The active ingredients in the chemical root control agent shall be Metam Sodium and Dichlobenil.
 - Only products that contain both of these active ingredients specifically labeled for use in sanitary sewers to control tree roots will be considered.

2. COMPLIANCE WITH APPLICABLE LAWS

- 2.1 In accordance with federal and state law, only products which are currently registered with the United States Environmental Protection Agency (USEPA) and with the Nebraska Department of Agriculture will be considered.
- 2.2 Bidders must be licensed as pesticide dealers with Nebraska Department of Agriculture (DOA) before filling any orders placed for materials by the City, as required by law.
- 2.3 All packing, and shipping procedures must comply with federal and state Department of Transportation (DOT) laws and regulations.

3. TYPE AND COMPOSITION OF THE CHEMICAL ROOT CONTROL AGENT

3.1 The product shall be composed of these components:

- Metam Sodium: The Metam Sodium shall be packaged and labeled separate from other component ingredients and formulated as water soluble liquid containing a minimum of 32.7% AI (active ingredient) by weight.
- Dichlobenil: The dichlobenil shall be formulated as minimum 50W wettable clay powder.
- A 5 gallon unit of chemical root control product must contain 30 ounces of 50W dichlobenil – 15 ounces of active Dichlobenil herbicide, and 15 ounces of wettable clay.

3.2 Foaming Agent: The foaming agent, when mixed as a 1% aqueous solution and applied through standard foam application equipment, shall produce a small bubble, dense foam capable of sustaining its shape and remaining on treated roots for a period of one hour.

4. PACKAGING

4.1 Containers must meet all DOT and OSHA requirements for the product supplied.

4.2 All pesticide containers shall be pelletized and shrink wrapped.

4.3 To ensure product stability, freshness and shelf life, all three product components must be packaged in separate containers.

- In particular, the Metam Sodium must not be formulated or mixed with the foaming surfactant.

4.4 To minimize the potential for drift, the Dichlobenil powder will be packaged in a separate container for easy mixing.

- Plastic bags that must be cut or shaken, to empty product are not acceptable.

5. EQUIPMENT COMPATIBILITY

5.1 Bidders must warrant that the materials bid herein are compatible for use with the City's Skid Mount Vaporooter Rootfoamer Machine, the current chemical root control equipment used.

6. WARRANTY

- 6.1 The Bidder shall warranty the chemical products as follows:
- The Bidder warranty's the products shelf life for two years from the date of delivery.
 - Any chemical product that is determined by the City to be defective in foam quality and/or chemical composition, within this 2 year period, will be returned to the Bidder at their expense, for a full refund.

7. REQUIRMENTS CONTRACT

- 7.1 The city is not obligated to any minimum or maximum quantities under the contract.
- 7.2 Estimated purchases for FY2009/2010 not to exceed \$20,000.00.
- 7.3 The City intends to issue a purchase order or orders to Bidder, to whom the contract is awarded for chemical on an as-needed basis, although nothing in this document or elsewhere in the contract documents shall be construed as obligating the City to do so.
- 7.4 Upon receipt of a purchase order, the Bidder will deliver all chemical product specified by the purchase order to the City, within thirty calendar days.
- 7.5 The City reserves the right to inspect and test all chemical products as it is delivered, and to reject any chemical product that in the opinion of the City is unsatisfactory.

8. CONDITIONS OF SALE

- 8.1 The City will employ trained and experienced applicators to handle and use pesticides.
- 8.2 The City will comply with all State and Federal laws governing the use of pesticides, and obtain all necessary licenses and permits required to apply the chemical product specified herein.
- 8.3 The product specified here in is for the use of the city, and is intended strictly for use by appropriate City personal on the City's sanitary sewer systems.

9. BASIS FOR AWARD

9.1 Proposals will be evaluated based on several factors, including:

- Price quoted by the Bidder
- Conformity to specifications
- Formulation and packaging of product
- Experience of the manufacturer

10. SUBMITTAL

10.1 The following must be submitted with this bid:

- Specimen labels (Dichobential, Metam Sodium)
- Description of product packaging, including brochures
- Material Safety Data Sheet
- Copy of the product registration with the State of Nebraska Department of Agriculture
- Copy of Bidders state pesticide dealer's license

10.2 Failure to include the above will be judged by the City as unresponsive, and will disqualify the bid.

BID SHEET

Vender information _____
Company _____
Address _____
Phone _____ Fax _____

General Product Information:

Product Trade Name _____
EPA Registration # _____
Active ingredient Content lbs. of Metam-Sodium per 5 gallons of product _____
Foaming Agent: Packaged w/Metam-Sodium _____ (Y/N)
Packaged separately _____ (Y/N)
Storage Temperature: Maximum _____ °F
Minimum _____ °F
Guaranteed Shelf Life: _____ (days)

Proposal

Product shall be sold such that the packaged material contains the appropriate amount of Metam Sodium, Foaming Agent, and Dichobential. All prices are FOB the City's facilities.

**CITY OF GRAND ISLAND, NEBRASKA
BID FORM**

FOAMING ROOT CONTROL CHEMICAL

The undersigned bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the furnishing of the specified chemical to the City of Grand Island, Nebraska, hereby proposes to furnish and deliver such chemical FOB Grand Island, Nebraska, at the following price:

Manufacturer _____

Packaged Material Unit Price (each) \$ _____

Guaranteed Delivery from
receipt of purchase order (Days) _____

Bid From _____

Hereinafter called "Bidder, organized and existing under the laws of the State of _____
to the City of Grand island, Nebraska, hereinafter called "City" to provide:

FOAMING ROOT CONTROL CHEMICAL

In compliance with the City's Advertisement to Bids, bidder hereby proposes to provide the previously mentioned services, materials, and/or equipment, at the price quoted on the bid sheet, in compliance with all requirements and specifications contained in the Bid Request, and further agrees that the language of this document shall govern in the event of a conflict with their bid.

The City reserves the right to accept or reject any or all bids, and to waive any informality and to enter into such contract s it shall deem to be in the City's best interest.

Dated this _____ day of _____, 2010.

Respectfully submitted,

Company

Address

Signature of Bidder

Telephone Number

Name (Print or Type)

Fax Number

Title