



**Request For Proposals**

**For Sewer Root Control Services**

**For**

**GREENVILLE UTILITIES  
COMMISSION**

**Of the  
City of Greenville, North Carolina**

**401 South Greene Street  
Greenville, North Carolina 27834**

**Issue Date June 3, 2025**

**Response Due Date, June 17, 2025 by 11:00 AM (EDT)**

## **PURPOSE OF REQUEST FOR PROPOSALS**

Greenville Utilities Commission (GUC) is seeking proposals from qualified vendors who can provide Sewer Root Control Services for GUC.

**PROPOSALS SHALL BE RECEIVED BY 11:00 AM (EDT) ON June 17, 2025.** Proposals shall be submitted via e-mail to: [haddocgc@guc.com](mailto:haddocgc@guc.com). Attention: Cleve Haddock, Lifetime CLGPO, Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834. GUC reserves the right to reject any and all Proposals.

Questions regarding this request for proposal (RFP) should be received by or before 11:00 am (EDT) on June 10, 2025. All questions shall be directed to the attention of Cleve Haddock, Lifetime CLGPO, Procurement Manager at (252) 551-1533, [haddocgc@guc.com](mailto:haddocgc@guc.com).

**THE PROPOSAL SHOULD CONTAIN, AT A MINIMUM, A RECOMMENDED VENDOR, THAT CAN PRODUCE AND MEET SPECIFICATIONS BELOW:**

### **SPECIFICATIONS:**

GUC is looking for a Vendor to provide Sewer Root Control Services as needed.

- **Pricing Chart**

<b>Pipe Size</b>	<b>Unit Price (Per Linear Foot)</b>	<b>Estimated Footage</b>	<b>Total Price</b>
6 inch	\$	*	\$
8 inch	\$	*	\$
10 inch	\$	*	\$
12 inch	\$	*	\$
15 inch	\$	*	\$
18 inch	\$	*	\$
21 inch	\$	*	\$
Additional Manholes*	\$	*	\$

Sum Total Price (In figures)

\*Manholes not directly connected to main-line sections of pipe specified for treatment.

- **Root Control Product**

The root control product shall be registered with the US EPA and the NCDACS, prior to the bid opening, and shall be labeled for use in sewers to control tree roots. The root control product shall contain an active ingredient for killing sewer roots and controlling their regrowth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

1. Active ingredient:
  - a. Shall not be labeled "RESTRICTED USE: DUE TO ACUTE TOXICITY" by the US EPA.
  - b. Must be currently classified by the US EPA as a non-carcinogen, i.e. as "Not Likely to Be Carcinogenic to Humans" under either the 1985 or 2005 classification systems.
  - c. Must be non-volatile in order to prevent inhalation and/or exposure to workers, homeowners and the public in the vicinity of treated areas.
2. Surfactant system:
  - a. Must produce a dense, small bubble, clinging foam, which sustains its shape for minimum of one hour.
  - b. Must enhance the penetration of herbicide into root masses.
  - c. Products that generate foam chemically, upon contact with water **shall not be accepted**.

- **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 due to tree root obstructions within a period of two years, beginning 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 only to main line sewer stoppages caused by 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. The Contractor is not responsible for damage caused by main line stoppages.

The decision of the Owner as to the cause of a stoppage is binding.

The Contractor shall be required to return periodically, at the Contractor's sole expense, for the purpose of performing free re-treatments as required under the guarantee.

**GOOD FAITH STATEMENT:**

All information provided by GUC in this RFP is offered in good faith. Individual item(s) are subject to change at any time. GUC makes no certification that any item(s) are without error. GUC is not responsible or liable for any use of the information or for any asserted claims.

**PROPOSAL FORMAT:**

Electronic Copy is the preferred format for the proposal.

**PROPOSAL DEADLINE:**

Proposals shall be submitted via e-mail to: [haddocgc@guc.com](mailto:haddocgc@guc.com). Attention: Cleve Haddock, Lifetime CLGPO, Procurement Manger, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 11:00 AM (EDT) on June 17, 2025. GUC reserves the right to reject any and all Proposals.

**EVALUATION AND AWARD:**

Proposals will be evaluated by GUC personnel. Selected vendors may be requested to present formal presentations/unit demonstrations on or off site on a date and time mutually agreeable by both parties.

**Evaluation Criteria:**

Vendor/unit selection shall be based on evaluation and rating of Vendor's demonstrated competence and qualifications/performance for the type of unit/services/materials to be offered. The following guidelines will be used as minimum criteria for rating the Vendor:

- The quality of references from past customers of vendor.
- Quality of approach and methodology that demonstrates an understanding of the unit's requirements.
- Qualifications and Experience.
- Project Approach and Proposed Solution.
- Cost Effectiveness and Value.
- Acceptance of the Terms of the Contract.

GUC reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal. If a proposal is to be awarded, it will be awarded to the responsible, responsive respondent whose evaluation by GUC indicates that the award will be in GUC's best interests.

**MINORITY BUSINESS PARTICIPATION PROGRAM:**

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

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**Letter of Compliance to E-Verify for Greenville Utilities Commission**

1. I have submitted a bid for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. \_\_\_\_ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. \_\_\_\_ I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this bid and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. \_\_\_\_ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. \_\_\_\_ Employ less than twenty-five (25) employees in the State of North Carolina.  
Specify subcontractor: \_\_\_\_\_

\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_ (Typed Name)

\_\_\_\_\_ (Authorized Signatory)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

**These Forms Must be Completed, Signed and Returned With The**  
**Respondents Proposal.**

**BUSINESS STATEMENT**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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Contact Person's Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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Business License No.: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal ID No. or Social Security No.: \_\_\_\_\_

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**Type of Organization:** (Check all that apply)

- ☐ Corporation, under the laws of the State of \_\_\_\_\_
- ☐ Individual
- ☐ Joint Venture
- ☐ Municipal, State, or Federal
- ☐ S Corporation
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Non-Profit Corporation
- ☐ Small Business Enterprise: A business enterprise that is independently owned and operated; organized for profit; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

## VENDOR PROFILE QUESTIONNAIRE

Question	Answer
Organization name and corporate location?	
What is your organizations primary business?	
Is your organization a subsidiary to a larger parent company? If so, whom?	
Length of time your organization has been in business providing this type of services/products?	
Organization ownership?	
Number of employees: <ul style="list-style-type: none"><li>• Total</li><li>• Development</li><li>• Product Support</li><li>• Professional Services</li></ul>	

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## REFERENCES

The respondent must provide 3 references where the requested unit/services/products of this RFP were implemented.

	<b>REFERENCE NO. 1</b>
<b>NAME OF FIRM</b>	
<b>CUSTOMER'S BUSINESS/OPERATIONS</b>	
<b>ADDRESS</b>	
<b>CITY, STATE, ZIP</b>	
<b>TELEPHONE NO.</b>	
<b>CONTACT</b>	
	<b>REFERENCE NO. 2</b>
<b>NAME OF FIRM</b>	
<b>CUSTOMER'S BUSINESS/OPERATIONS</b>	
<b>ADDRESS</b>	
<b>CITY, STATE, ZIP</b>	
<b>TELEPHONE NO.</b>	
<b>CONTACT</b>	
	<b>REFERENCE NO. 3</b>
<b>NAME OF FIRM</b>	
<b>CUSTOMER'S BUSINESS/OPERATIONS</b>	
<b>ADDRESS</b>	
<b>CITY, STATE, ZIP</b>	
<b>TELEPHONE NO.</b>	
<b>CONTACT</b>	



### **Terms & Conditions**

GUC reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal.

### **Conflict of Interest**

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of vendors providing consultation services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a vendor's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the consultant from suspicion and accusations of breach of professional integrity. Vendors are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFQ.

### **Vendor Incurred Costs**

All costs that may be incurred to prepare proposals, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each vendor. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by vendors during the proposal preparation, subsequent selection or negotiation stages.

### **Minority Business Participation Program**

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

### **Proposal Withdrawal**

A Respondent must notify GUC in writing of its request to withdraw a proposal within seventy-two (72) hours after the proposal opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the bidder must demonstrate that a substantial error exists, and that the proposal was submitted in good faith.

### **Affirmative Action**

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

### **Mediation/Binding Arbitration**

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator.

Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

### **Indemnity Provision**

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint ventures, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, shall be provided by Provider.

### **Governing Laws**

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

### **Administrative Code**

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

### **Uniform Guidance**

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

## **INSURANCE**

**Coverage** – During the term of the contract, the Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

**Workers' Compensation** – The Provider shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident, covering all Provider's employees who are engaged in any work under the contract. If any work is sublet, the Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

**General Liability** – Commercial Liability Coverage written on an "occurrence" basis in the minimum amount of \$1,000,000 per occurrence.

**Automobile** – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of \$1,000,000 per accident.

**Cyber** – The Vendor shall maintain Cyber Liability Insurance with limits of \$3,000,000 per occurrence, providing protection against liability for: (1) privacy breaches (including liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems. Cyber Liability Insurance shall not include any exclusion or restriction for unencrypted portable devices or other media. Vendor shall provide evidence of continuation or renewal for a period of two (2) years following termination of the Agreement.

## **Safety Statements**

### **Safety Culture Commitment Statement:**

**At Greenville Utilities, we are committed to a culture of safety that prioritizes the well-being of our employees, contractors, and the communities we serve.**

We believe that everyone deserves to work in a safe environment, and we are dedicated to fostering a culture where **safety is a core value, not just a priority.**

### **Here's what that means to us:**

- **Employee and Contractor Safety:** We are committed to providing a safe work environment for all employees and contractors. We will invest in safety training, resources, and equipment to prevent accidents and injuries.
- **Open Communication:** We encourage open and honest communication about safety concerns. We believe everyone has a right and responsibility to speak up about unsafe work practices and potential hazards.
- **Continuous Improvement:** We are committed to continuous improvement in safety performance. We will learn from incidents and near misses, and we will actively seek ways to improve our safety processes and procedures.
- **Accountability:** We hold ourselves and our contractors accountable for safe work practices. This includes providing clear safety expectations, enforcing safety rules, and recognizing safe behavior.
- **Collaboration:** We believe in working collaboratively with employees, contractors, and regulatory agencies to achieve the highest level of safety.

**Our commitment to safety extends beyond our employees. We work closely with our contractors to ensure they share our safety values.** We expect them to implement robust safety programs, train their workers thoroughly, and adhere to all safety regulations.

We are confident that by working together, we can create a culture of safety where everyone goes home safe and healthy every day.

**This commitment statement is a public declaration of our unwavering dedication to safety.** We will continue to strive for zero incidents while promoting a positive safety culture that prioritizes the well-being of everyone involved in our utility operations.

#### **Safety Management System Commitment Statement:**

At Greenville Utilities, we are unwavering in our commitment to delivering safe and reliable utility service through a robust Safety Management System (SMS). This system forms the foundation of our safety culture, ensuring the well-being of our employees, contractors, and the communities we serve.

#### **Our SMS commitment emphasizes:**

- **Zero Incidents:** We believe all incidents are preventable. We strive for zero incidents by proactively managing risks and continuously improving our safety practices.
- **Empowered Workforce:** We foster a culture where safety is everyone's responsibility. This includes providing comprehensive safety training for both employees and contractors, empowering them to identify and report hazards.
- **Data-Driven Decisions:** We utilize data from inspections, incident investigations, and performance metrics to make informed decisions for risk mitigation and continuous improvement of our SMS.
- **Leadership Engagement:** Our leadership team actively demonstrates a commitment to safety by participating in safety reviews, audits, and promoting safety as a core value.
- **Contractor Collaboration:** We extend our safety commitment to our contractors. We require contractors working on our system to adhere to SMS principles, participate in safety briefings, and maintain strong safety programs within their own organizations.
- **Transparent Communication:** We believe in open communication about safety. We encourage employees and contractors to report concerns without fear of reprisal. We also maintain transparent communication with stakeholders about SMS performance.

**This SMS commitment is a continuous journey, not a destination.** We are dedicated to regularly reviewing and updating our system to reflect best practices and emerging technologies. Through continuous improvement and a commitment to a positive safety culture, we aim to remain an industry leader in safe and reliable utility service.

#### **Notices**

Notices to the Parties should be sent to the names and addresses specified below:

Cleve Haddock, Lifetime CLGPO  
Procurement Manager  
Greenville Utilities Commission  
P.O. Box 1847  
Greenville, NC 27835-1847