



## INVITATION FOR SEALED BID

**TAC 146**

**Description: LAWN CARE CHEMICALS**

**NIGP CODES: 675-40-00-000-0, 675-45-00-000-0, 675-85-00-000-0  
675-90-00-000-0, 335-41-00-000-0, 335-78-00-000-0  
335-37-00-000-0**

**CITY OF TULSA**

**Total pages including this page is 20**

**NOTE: FAXING OF BIDS IS NOT ACCEPTED**

**Important Instruction – Read Carefully:**

**If you have obtained these bid specifications from either of:**

**City of Tulsa's Fax-on-Demand (918-596-1171) or**

**City of Tulsa's Web-site : [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)**

**You must notify the buyer Darlene Donica of your intent to bid by e-mail [ddonica@ci.tulsa.ok.us](mailto:ddonica@ci.tulsa.ok.us) in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the web-site.**

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**Pay special attention to those pages with a reference to the following notes:**

**Note #1: Signature of authorized agent required**

**Note #2: Signature of an authorized agent and notarized required**

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**Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.**

**INVITATION FOR SEALED BIDS  
TO  
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower  
left outside corner of bid envelopes and all related containers.

**DATE OF OPENING: NOVEMBER 15, 2001**

**BID NUMBER: TAC 146**

**BID MUST BE IN THE CITY CLERK'S OFFICE AT ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

**BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."**

**PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: NOVEMBER 5, 6, 7, 8, 9, 1998**

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

\*\*\*\*\* **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** \*\*\*\*\*

Delivery will be made in not more than \_\_\_\_\_ days after receipt of order.

Payment terms \_\_\_\_\_ % \_\_\_\_\_ days.

City of Tulsa may increase quantity of order at the unit price bid for \_\_\_\_\_ days. (Bidder to Specify Days)  
I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a  BID BOND ;  CASHIER'S CHECK;  Certified Check in the amount of \$ \_\_\_\_\_, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

**MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID**

FIRM NAME \_\_\_\_\_ by \_\_\_\_\_

STREET \_\_\_\_\_ TITLE \_\_\_\_\_

CITY STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ Date \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

### **NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.**

1. Bids must be submitted on this form only. Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.



# BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

**THIS DOCUMENT MUST BE COMPLETED, NOTARIZED AND RETURNED WITH YOUR BID.**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn on oath says

**Authorized Agent**

1. (s)he is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
MY COMMISSION EXPIRES

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders  
For Contracts with the City of Tulsa  
(Please print or type)

Project No. or Description \_\_\_\_\_  
\_\_\_\_\_

Full Name of Bidder \_\_\_\_\_

Legal Identity  
(Corporation, Partnership,  
Individual, etc.) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

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

FAX No. \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail address \_\_\_\_\_

## Price Sheet Summary

Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Web-site shortly after bid opening.

# TAC 146

### SECTION 1: FERTILIZERS

<u>Item #</u>	<u>Est. Qty.</u>	<u>Description</u>	<u>Brand &amp; Packaging</u>	<u>Unit Cost</u>
1.	13 Ton	Milorganite Fertilizer in 50 lb. Bags	_____ _____	\$_____/bag
2.	600 lbs.	K-Mag Mini Prill Fertilizer in 50 lbs bags	_____ _____	\$_____/bag
3.	50 Gal.	Ruffin Iron Fertilizer in 5 gal. Containers	_____ _____	\$_____/gal.
4.	5 Ton	14-0-14 Fertilizer with 1.07% Penimethalin in 50 lb. Bags	_____ _____	\$_____/bag
5.	10 Ton	18-0-18 Fertilizer in 50 lb. Bags	_____ _____	\$_____/bag
6.	12 Ton	10-20-10 Fertilizer in 50 lb. Bags	_____ _____	\$_____/bag
7.	2 Ton	27-13-13 Fertilizer in 50 lb. Bags	_____ _____	\$_____/bag
8.	3 Ton	21-7-7 Fertilizer in 50 lb. Bags	_____ _____	\$_____/bag
9.	6 Ton	0-0-60 AG Grade Fertilizer in bulk form	_____ _____	\$_____/Ton
10.	35 Ton	19-19-19 AG Grade Fertilizer in bulk form	_____ _____	\$_____/Ton

**Fertilizers Continued:**

11.	10 Ton	46-0-0 Fertilizer in 50 lb. Bags	_____	\$ _____/bag
12.	22 Ton	46-0-0 Fertilizer in bulk form	_____	\$ _____/Ton
13.	2 Ton	21-7-14 Fertilizer in 50 lb. Bags (Peter's Brand or Equal)	_____	\$ _____/Bag
14.	1000 lbs.	25-5-20 Fertilizer (Water Soluble) in 25 lb. Bags. (Peter's Brand or Equal)	_____	\$ _____/bag
15.	1000 lbs.	30-10-10 Fertilizer (Water Soluble) in 25 lb. Bags (Peter's Brand or Equal)	_____	\$ _____/bag
16.	350 lbs.	14-14-14 Fertilizer Osmocote in 50 lb. Bags	_____	\$ _____/bag
17.	8 Ton	10-18-22 Greens Fertilizer in 50 lb. Bags. (Par-Ex Brand or equal)	_____	\$ _____/bag
18.	5 Ton	10-18-22 Coarse Grade Fertilizer in 50 lbs Bags (Par-Ex Brand or Equal)	_____	\$ _____/bag
19.	5 Ton	16-10-24 Hi-K Greens Fertilizer in 50 lb Bags (Par-Ex Brand or equal)	_____	\$ _____/bag
20.	2 Ton	16-0-9 Fertilizer in 50 lb bags (Par-Ex Brand or equal)	_____	\$ _____/bag
21.	5 Ton	31-0-0 Greens Grade Fertilizer in 50 lb bags (Par-Ex Brand or equal)	_____	\$ _____/bag
22.	65 Gal.	AGRI-Plex 4X Fertilizer In 2.5 gal. Containers	_____	\$ _____/2.5 gal.
23.	1 Ton	15-0-30 Greens Grade Fertilizer in 50 lb bags (Scott's Brand or Equal)	_____	\$ _____/bag
24.	2 Ton	19-0-17 Greens Grade Fertilizer in 50 lb bags (Scott's Brand or equal)	_____	\$ _____/bag

**Fertilizers continued:**

25.	900 lbs.	22-0-12 Plus 9.18% Manganese Fertilizer In 33 lb. Bags (Scott's Brand or equal)	_____	\$ _____/bag
26.	13 Ton	22-3-10 with 2% Iron Turf Fertilizer in 50 lb Bags. (Scott's Brand or equal)	_____	\$ _____/bag
27.	15 Ton	25-3-10 Fertilizer with 2% Iron in 50 lb bags (Scott's Brand or equal)	_____	\$ _____/bag
28.	1250 lbs.	31-3-9 Fertilizer with TGRI in 50 lb. Bags (Scott's Brand or equal)	_____	\$ _____/bag
29.	1100 lbs.	26-4-13 Greens Grade Fertilizer in 50 lb. Bags (Scott's Brand or equal)	_____	\$ _____/bag
30.	25 Gal.	Pro-Turf Liquid Fertilizer in 2.5 gal. Containers (Scott's Brand or equal)	_____	\$ _____/2.5 gal.
31.	3 Tons	MoGrow 4-2-10-2fe with 20% Humate	_____	\$ _____/bag
32.	4000 lbs.	Milorganite/Sustane 6-2-0 with iron in 50 lb bags	_____	\$ _____/bag
33.	3000 lbs.	10-18-22 Parex in 50 lb bags	_____	\$ _____/bag
34.	2000 lbs.	18-0-18 Country Club in 50 lb bags	_____	\$ _____/bag
35.	2000 lbs.	46-0-0 Urea in 50 lb. Bags	_____	\$ _____/bag
36.	1000 lbs.	13-25-12 Starter Fertilizer in 50 lb bags	_____	\$ _____/bag
37.	1000 lbs.	34-0-0 Ammonia Nitrate in 50 lb bags	_____	\$ _____/bag
38.	6000 lbs.	16-8-8 Best in 50 lb. Bags	_____	\$ _____/bag

**SECTION 2: FUNGICIDES**

- |     |          |  |       |       |                    |
|-----|----------|--|-------|-------|--------------------|
| 1.  | 8 Cases  | Scott's Pro-Turf<br>Fungicide or Equal<br>½ gal. Size – 4 per case     | _____ | _____ | \$_____ /case      |
| 2.  | 6 Cases  | Fore Fungicide or Equal<br>48 lbs per case                             | _____ | _____ | \$_____ /case      |
| 3.  | 30 Cases | Terrazole 35 Fungicide<br>or equal. 12 lbs per case                    | _____ | _____ | \$_____ /case      |
| 4.  | 18 Cases | Daconil 2787 (wetable<br>powder fungicide or<br>equal) 24 lbs per case | _____ | _____ | \$_____ /case      |
| 5.  | 400 lbs. | Koban Fungicide or<br>equal in 2 lb. Bags                              | _____ | _____ | \$_____ /2 lb. Bag |
| 6.  | 6 Cases  | Banol Liquid Fungicide<br>or equal in 4 qts. Per cs                    | _____ | _____ | \$_____ /case      |
| 7.  | 4 Cases  | Subdue Fungicide or<br>equal in 2 gal per case                         | _____ | _____ | \$_____ /case      |
| 8.  | 9 jugs   | Bayleton Gungicide or<br>equal in 2 ¾ lb. Jugs                         | _____ | _____ | \$_____ /jug       |
| 9.  | 150 lbs. | Aliette<br>in 2 lb. Packets  | _____ | _____ | \$_____ /packet    |
| 10. | 5 gal    | Banol<br>in 2.5 gal containers   | _____ | _____ | \$_____ /2.5 gal   |
| 11. | 22 lbs.  | Bayleton 50<br>in 1 lb. Packets  | _____ | _____ | \$_____ /packet    |
| 12. | 760 lbs. | Consyst<br>in 5 lb bags  | _____ | _____ | \$_____ /bag       |
| 13. | 760 lbs. | Daconil Ultres<br>in 5 lb packets                                      | _____ | _____ | \$_____ /packets   |
| 14. | 50 lbs.  | Fore<br>in 4 lb bags   | _____ | _____ | \$_____ /bag       |
| 15. | 28 lbs   | Heritage<br>in 1 lb canisters  | _____ | _____ | \$_____ /canister  |
| 16. | 400 lbs. | Koban<br>in 2 lb. Bags   | _____ | _____ | \$_____ /bags      |
| 17. | 4 gal.   | Subdue Maxx<br>in 1 gal containers                                     | _____ | _____ | \$_____ /gal       |

Fungicides continued:

18.	400 lbs.	Terrazole WP in 2 lb. Bags	_____	\$_____ /bag
19.	154 lbs.	Pro Star 70 WP in 2 lb. Bags	_____	\$_____ /bag
20.	770 lbs.	Cleary 336 WP in 4 lb bags	_____	\$_____ /bag
21.	33 lbs.	Bayleton in 1 lb canisters	_____	\$_____ /canisters

**SECTION 3: HERBICIDES:**

1.	500 lbs.	Oftanol 5% Granular Insecticide or equal in 50 lb. Bags	_____	\$_____ /bag
2.	80 lbs.	Dursban 50W Insecticide or equal in 2 lb. Cans	_____	\$_____ /can
3.	40 gal.	Dursban 2E Insecticide or equal in 2.5 gal containers	_____	\$_____ /2.5 gal
4.	600 lbs.	Sevin 50W Wettable powder insecticide or equal in 5 lb. Bags	_____	\$_____ /bag
5.	4 gal.	Pennant Liquid Herbicide or equal in 1 gal. Cont.	_____	\$_____ /gal
6.	70 gal.	Betamec Presan Herbicide or equal in 1 gal containers	_____	\$_____ /gal
7.	30 gal.	Trimec Classic Broad- leaf herbicide or equal in 1 gal. Containers	_____	\$_____ /gal
8.	6500 lbs.	Karmex DF Herbicide or equal in 25 lb. Bags	_____	\$_____ /bag
9.	140 gal.	Tordon RTU Herbicide or equal in 1 gal. Cont.	_____	\$_____ /gal
10.	50 gal.	Namate DSMA herbicide or equal in 1 gal containers	_____	\$_____ /gal

Herbicides continued:

11.	4 Ton	Balan 2.5G Herbicide _____ or equal in 20 lb bags _____	\$ _____/bag
12.	600 lbs.	Nemacur 10% _____ Nematicide Herbicide or _____ Equal in 50 lb. Bags _____	\$ _____/bag
13.	50 gal.	Floratox 460 Amine _____ 2-4-D Herbicide or _____ equal in 1 gal. Containers _____	\$ _____/gal
14.	170 gal.	Surflan Herbicide or _____ equal in 1 gal. Containers _____	\$ _____/gal
15.	150 gal.	Rodeo Herbicide or _____ equal 5 gal. Containers _____	\$ _____/gal
		in 2.5 gal containers _____	\$ _____/gal
		in 1 gal containers _____	\$ _____/gal
16.	570 gal.	Roundup Herbicide or _____ equal in 5 gal containers _____	\$ _____/gal
		in 2.5 gal containers _____	\$ _____/gal
		in 1 gal containers _____	\$ _____/gal
17.	10 Liters	Expedite Broadleaf herbicide or equal in _____ 2 liter containers _____	\$ _____/liter
18.	60 Liters	Expedite Grass & Weed _____ herbicide or equal in _____ 2 liter containers _____	\$ _____/liter
19.	100 lbs.	Dyclomec 4-G Pre- emergent herbicide or _____ equal in 25 lb. Bags _____	\$ _____/bag
20.	300 lbs	Barricade 65 WG _____ in 2.5 gal containers _____	\$ _____/gal
21.	45 gal.	Bensumec 4 LF _____ in 2.5 gal containers _____	\$ _____/gal
22.	45 gal.	Bueno 6 _____ in 2.5 gal. Containers _____	\$ _____/gal
23.	30 gal.	Campaign _____ in 2.5 gal containers _____	\$ _____/gal

24.	10 gal.	Confront in 1 gal containers	_____	\$/gal
25.	30 gal.	Dimension in 2.5 gal containers	_____	\$/gal
26.	50 lbs.	Dimension (Granular) in 50 lb. Bags	_____	\$/bag
27.	2 gal.	Illoxan 3EC in 1 gal containers	_____	\$/gal
28.	3 gal	Ornamec in 1 gal containers	_____	\$/gal
29.	260 lbs.	Pendulum In 2.5 lb. Containers	_____	\$/lb.
30.	10 gal	Princep in 2.5 gal containers	_____	\$/gal
31.	150 lbs.	Dursban 50W in 2.75 lb. Bags	_____	\$/bag
32.	14 lbs.	Merit 75 WSP in 1 lb. Bags	_____	\$/bag
33.	15 lbs.	Orthene in 1 lb. Cans	_____	\$/can
34.	2.5 gal.	Scimatar In 1 qt. Containers	_____	\$/qts.
35.	100 gal.	Sevin Brand SL In 2.5 gal containers	_____	\$/gal.
36.	800 lbs.	Scotts Goose/Crab- grass Preventer #8656 in 28.8 lbs. bags	_____	\$/bag
37.	15 lbs.	Sencor 75 In 1 lb containers	_____	\$/lb.
38.	15 gal.	Sim-trol 4L in 2.5 gal containers	_____	\$/gal
39.	50 gal.	Trimec & Super in 2.5 gal containers	_____	\$/gal
40.	15 gal.	Cutrine Plus in 5 gal. Containers	_____	\$/gal
41.	230 gal.	Round-Up Pro in 2.5 gal containers	_____	\$/gal

Herbicide continued:

42.	278 lbs.	Granular 14-0-14 with Pendimethdin in 3 lb. Water soluble bags	_____	\$/bag
43.	6 gal.	Reward in 1 gal containers	_____	\$/gal
44.	30 gals.	Campaign in 2.5 gal containers	_____	\$/gal
45.	100 gal.	2,4 D Ester & Amine in 2.5 gal containers	_____	\$/gal

**SECTION 4: MISCELLANEOUS:**

1.	65 GAL	Blazon Pattern Endicator or equal In 2.5 gal containers	_____	\$/gal
2.	60 gal.	Roots Stimulator or equal in 1 gal containers	_____	\$/gal
3.	50 gal.	Surf King Wetting Agent or equal in 1 gal Containers.	_____	\$/gal
4.	165 gal.	Valent Spreader or equal in 1 gal containers	_____	\$/gal
5.	105 gal.	Dye or Pattern Indicator in 2.5 gal containers	_____	\$/gal
6.	100 lbs.	Dye for Poinds/Colorant in 1 gal containers	_____	\$/gal
7.	25 gal.	Aqua-Shade-Algae Protectant in 1 gal Containers	_____	\$/gal
8.	40 gal	Lesco Flo in 2.5 gal containers	_____	\$/gal
9.	400 lbs.	Activated Charcoal (Powder) in 50 lb. Bag	_____	\$/bag
10.	125 gal.	Activated Charcoal (Flowable) in 2.5 gal containers	_____	\$/gal
11.	29 bags	Scotts TGR Hight K 15-0-29 #8719	_____	\$/bag

Miscellaneous continued:

12. 4 gal. Primo Maxx \_\_\_\_\_ \$\_\_\_\_\_/gal  
in 1 gal containers \_\_\_\_\_

**SECTION 5: MICRO-NUTRIENTS:**

1. 1500 lbs. Sprint 330 Powder- \_\_\_\_\_ \$\_\_\_\_\_/barrel  
Chelated in 50 lb \_\_\_\_\_  
Barrels

2. 15 gal. Regal Crown Root \_\_\_\_\_ \$\_\_\_\_\_/gal  
Stimulator in 1 gal \_\_\_\_\_  
Containers

3. 20 gals. Root with iron in \_\_\_\_\_ \$\_\_\_\_\_/gal  
2.5 gal containers \_\_\_\_\_

4. 22,450 lbs. Macron 28-7-14 in \_\_\_\_\_ \$\_\_\_\_\_/bucket  
25 lb buckets \_\_\_\_\_

5. 500 lbs. Macron 20-20-20 \_\_\_\_\_ \$\_\_\_\_\_/bucket  
in 2 lb buckets \_\_\_\_\_

6. 20 gal Agri-plex-UX Chelated \_\_\_\_\_ \$\_\_\_\_\_/gal  
Iron in 2.5 gal containers \_\_\_\_\_

**SECTION 6: FLORATINE PRODUCTS WITH TRUE TURF:**

1. 15 gal. Astron in 2.5 gal \_\_\_\_\_ \$\_\_\_\_\_/gal  
containers \_\_\_\_\_

2. 30 gals. Perk-up in 2.5 gal \_\_\_\_\_ \$\_\_\_\_\_/gal  
containers \_\_\_\_\_

3. 50 gals. Knife in 2.5 gal \_\_\_\_\_ \$\_\_\_\_\_/gal  
containers \_\_\_\_\_

4. 30 gals. Pro Syn in 2.5 gal \_\_\_\_\_ \$\_\_\_\_\_/gal  
containers \_\_\_\_\_

For questions concerning lawn care chemicals please contact:

Gary Burr at 918-591-4313

Or

Roger Pierson at 918-596-4346

**TAC 146  
LAWN CARE CHEMICALS AND FERTILIZERS  
CITY OF TULSA**

**INTENT:**

It is the intent of this bid to secure a source(s) of supply for furnishing **Lawn Care Chemicals and Fertilizers**, for the City of Tulsa on an annual basis.

The intent of these specifications is to set minimum requirements, not to otherwise limit bidding. Inasmuch as some designs of equipment vary among different manufacturers, the City may accept bids on equipment with minor deviations to the written specifications. Generally, a minor deviation is defined as a deviation which does not: (A) Materially affect the ability of the product to achieve or accomplish a necessary function or task in the manner required by the specifications; (B) Compromise the safety of the user thereof; and, (C) Produce higher latent or patent costs to the City in any of a multiplicity of ways. The City of Tulsa specifically reserves the right to make the final judgment concerning what is or is not a minor deviation and to award the bidder(s) whose bid(s) best suit the City's need for the product being purchased.

Any manufacturer's name or brand name called out in this bid is to set the quality of the item(s) desired and is not meant to limit bidding on products of equal quality.

**GENERAL:**

Bidders will not be required to bid on all items.

The various amounts required through an annual basis is not known and the City makes no guarantees as to the quantities to be purchased.

The City reserves the right to reject any and all bids and to award to the best interests of the City, including the possibility of multiple awards.

**PRICES:**

Prices bid shall be firm for the duration of the contract. All prices bid shall be F.O.B. delivered to the City of Tulsa facilities as specified on purchase orders to be issued.

**CONTRACT:**

The successful bidder will be required to enter into contract with the City in accordance with Item 15 of the terms and conditions as printed on the back of the Invitation for Sealed Bids form. The term of the contract will be for one (1)

year with the option to renew for three (3) additional years, renewable annually with agreement between both parties concerned.

Escalation or de-escalation will be considered at the time of each contract renewal. Price adjustment at this time must be substantiated by written documentation from the manufacturer.

**MATERIAL SAFETY DATA SHEETS AND DESCRIPTIVE LITERATURE:**

Bidders are required to furnish "Material Safety Data Sheets (MSDA) as prescribed by OSHA and or EPA requirements with your bid on all chemical products bid.

In addition, the bidder must include descriptive literature (e.g. product labels, specifications sheets, etc.) detailing the chemical and physical properties of all items bid verifying that they meet or exceed the specifications included herein. Each submittal must be marked with the corresponding item number(s). Failure to comply will result in the exclusion of that item from consideration.

**SAMPLES:**

Bidders may also be requested to furnish samples of the product(s) bid, for purposes of evaluation, at no cost to the City of Tulsa. Samples are to be submitted within ten (10) days after receipt of written notice by the City. Failure to comply will result in rejection of the particular item(s) in question.

**TESTS:**

The City reserves the right to subject all products offered, prior to award of bid, to whatever physical and/or chemical tests are deemed necessary to satisfy the purpose for which they are required.

If additional samples are required to complete such tests, they shall be supplied by the bidder at no additional cost.

**PACKAGING AND DELIVERY:**

All products furnished shall be delivered to the City of Tulsa facilities as specified, in safe, undamaged packaging consistent with current industry standards.

Products such as bagged chemicals and fertilizers shall be palletized with waterproof covering when shipped in large quantities or when applicable.

**SPECIAL APPLICATIONS:**

The City reserves the right to purchase any item on this bid from another supplier when the contract holder cannot meet the delivery date as bid or when special applications are required.

Continued delays in deliveries as bid will be just cause for cancellation of the contract and/or back charges for any additional costs incurred by the City.

**RIGHT TO AUDIT:**

The City of Tulsa reserves the right to audit any invoices or applicable records of the successful contract holder, concerning the resulting contract. These records shall be made available within ten (10) days after notification of the need for such an audit.

**ALTERING BIDS:**

Bids cannot be altered or amended after submission deadline. **Any interlineation, alteration or erasure made** before opening time and date **must be initialed** by the signer of the bid, guaranteeing authenticity. Bids must be submitted in ink or typewritten. Penciling will not be accepted.

**ADDENDA AND INTERPRETATIONS:**

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

**AWARD OF BID:**

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. **AWARD OF CONTRACT**

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
- c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. the quality of performance of previous contracts or services;

- e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

**BUYER CONTACT:**

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