

CITY OF PINEVILLE

Purchasing Department
910 Main Street
Pineville, LA 71360

Sealed Bids will be received and opened
until 10:00 a.m. CST, July 21, 2023

City of Pineville
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Bid Bond Requirements: A Bid Bond or
Check for N/A% of the total amount of bid.

Please file bid with the following:
Gwendolyn Sylvia, Purchasing Dept.
City of Pineville
910 Main St.
Pineville, LA 71360
Phone: 318-449-5667

Performance Bond Requirements: In the
Event bid is accepted, a performance bond
Shall be required in the amount of N/A%.

INTRODUCTION

HERBICIDES – ANNUAL CONTRACT

It is the intent of the City of Pineville to secure pricing on Herbicides, for use by various, City of Pineville Departments. Bid prices shall be on an "as needed" basis only. No quantities are given or guaranteed.

All vendors submitting bids for product(s) should furnish labels and SDS sheets for the product(s) they are bidding. This information should be included in the bid packet being submitted.

All delivered prices shall be for delivery within the corporate limits of the City of Pineville. All bid prices for delivered materials shall include any and all freight/delivery charges. All delivered materials are to be shipped F.O.B., freight prepaid to the location indicated on the individual purchase orders issued by the City of Pineville.

Completed bid packet should be returned as issued by the City of Pineville with ALL PAGES intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, may result in the bidder's entire bid being rejected.

Questions and/or clarifications of the bid specifications are to be in written form only, either mailed, or emailed to the attention of Gwendolyn Sylvia, City of Pineville – Purchasing Department, 910 Main Street, Pineville, LA 71360; email: gsylvia@pineville.net ; and must be received by 10:00 a.m., July 21, 2023.

**CITY OF PINEVILLE BID SPECIFICATIONS FOR:
HERBICIDES – ANNUAL CONTRACT**

GENERAL CONDITIONS FOR BIDDERS – PLEASE READ CAREFULLY

1. Pursuant to LA R.S. 38:2212.1 C.(1)(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.
2. Pursuant to LA R.S. 38:2212B.(1), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Pineville. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
3. Preference shall be given to bidders quoting F.O.B. Destination (the City of Pineville using department, FREIGHT PREPAID, unless otherwise requested).
4. Each bidder shall submit his proposal on the proposal form furnished by the City of Pineville Purchasing Department. The complete bid package must be returned as issued by the City with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire bid package being rejected.
5. Literature, brochures, and other related paperwork attached to the bid should be identified with the name of the bidder and bid item number.
6. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
7. Pursuant to LA R.S. 38:2212 F., the bid specifications may contemplate a fixed escalation or de-escalation in accordance with the United State Bureau of Labor Statistic's Consumer Price Index or the Producer Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid for any item of a public work, at the discretion of the City.
8. Pursuant to LA R.S. 38:2212.1. F., any public procurement unit may participate in a cooperative purchasing agreement with the City of Pineville to acquire quantities of the above listed items under a contract with the City of Pineville for items awarded by public bid, pursuant to the cooperative purchasing provisions of Part VII of Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950, R.S. 39:1701 et seq.
9. The City of Pineville reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Prices(s) should be itemized.)

**CITY OF PINEVILLE BID SPECIFICATIONS FOR:
HERBICIDES – ANNUAL CONTRACT**

GENERAL CONDITIONS FOR BIDDERS – PLEASE READ CAREFULLY (Continued)

10. All erasures or corrections on the bid form must be initialed and the City of Pineville may rely on the apparent authority represented by the initials.
11. The City of Pineville reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the City.
12. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.
13. Bids shall be opened publicly in the City of Pineville Conference Room.
14. Cash discounts may be accepted, but SHALL NOT be considered in making award.
15. Regarding a bid for purchase of materials, supplies or services, not to include construction of any public works, written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.
16. When any bid is accepted for the construction or doing of any public works, a written contract shall be executed by and between the City of Pineville and the Contractor. No contract shall be binding upon the City until it has been executed by the City and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised or public bid, said decision to be in the sole judgement of the City of Pineville. This action may result in the loss of bidding privileges for a period of one (1) year.
17. The City of Pineville shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.
18. The City of Pineville is exempt from all sales taxes. A sale tax exempt form shall be furnished by the City of Pineville Purchasing Department, if requested.
19. Bidder(s) awarded item(s) by the City of Pineville shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.
20. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the

**CITY OF PINEVILLE BID SPECIFICATIONS FOR:
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GENERAL CONDITIONS FOR BIDDERS – PLEASE READ CAREFULLY (Continued)

City of Pineville and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:

- (a) By mutual agreement and consent of either party upon thirty (30) days written notice to the other party;
- (b) By the Mayor, on behalf of the City of Pineville, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
- (c) By satisfactory completion of all services and obligations described in the contract. If the contract is terminated for any of the terms and conditions authorized in subparagraph (b) above. Contractor shall be formally notified in writing by the City of Pineville Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right appeal to the City Council within ten(10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the City Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings.

21. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractor's License Number on the front of the bid envelope, except for certain projects for which a Contractor's License Number is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, and Contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163, and shall be subject to all provisions for violation and penalties thereof. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per L.R.S. 38:2212B.(5)(a)(b)(c) (see Item #22 below).
22. All bids submitted via USPS (registered or certified). Overnight courier or hand delivered, shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212 B. (5)(a)(b)(c), which states;

**CITY OF PINEVILLE BID SPECIFICATIONS FOR:
HERBICIDES – ANNUAL CONTRACT**

GENERAL CONDITIONS FOR BIDDERS – PLEASE READ CAREFULLY (Continued)

(c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the State of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met;

(aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the Secretary of State.

(bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principle, or documents indicating authority which are acceptable to the public entity.

(cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the Secretary of State in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contract. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principle until specifically rescinded and canceled from the records of the office.

23. In-State preferences shall not apply to procurements involving federal funds.

24. Pursuant to LS R.S. 38:2212 O. (2)(a)(b), any modifications of plans and specifications will be made through an addendum. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal holidays, without the extension of the bid opening date. An extension of at least seven (7) but no more than thirty (30) working days is required but, re-advertising is not required. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; (3) by hand; or (4) posted on the City of Pineville's website (www.pineville.net).

25. All Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the Mater Agreement, to include all applicable federal clauses.

a. Any bidder that is found listed on the Federal Government's *System for Award Management* (SAM) website at www.sam.gov/portal/sam, under the advanced search feature for *Excluded Parties List System* (EPLS), shall automatically be rejected for the award of this bid, by Category and/or in its entirety. This applies to any portion of the bid that is a procurement funded by FTA.

CITY OF PINEVILLE BID SPECIFICATIONS FOR:
HERBICIDES – ANNUAL CONTRACT

STIPULATIONS

All products shall be shipped F.O.B. freight pre-paid, to the City of Pineville Department placing the order. All delivery locations are within the corporate limits of Pineville, unless otherwise specified.

Cartons shall be palletized to facilitate handling and storage.

Herbicides shall be sealed from the factory with labels describing the product, features, directions for use, and technical specifications.

CITY OF PINEVILLE BID SPECIFICATIONS FOR:
HERBICIDES – ANNUAL CONTRACT

SPECIFICATIONS

Item #1 – Roundup Pro Concentrate by Bayer; or equal:

(Broad – Spectrum Postemergence Professional Herbicide for Industrial Weed Control)

Roundup Pro Concentrate herbicide manufactured by Bayer – A water soluble liquid herbicide containing 50.2% isopropylamine salt of glyphosate: total inert ingredients 49.8%, consisting of a phosphate ester neutralized polyethoxylated tallowamine surfactant in an amount greater than 10%. Product to guarantee one hour rain fastness and must have EPA caution signal word. Labeled for all non-agricultural applications. Packaged in 2 ½ gallon containers.

*PLEASE NOTE: Corteva's Accord XRT II product WILL NOT BE ACCEPTED as an "or equal".

Item #2 – Ranger Pro by Bayer; or equal:

(Broad – Spectrum Postemergence Professional Herbicide for Industrial, Turf and Ornamental Weed Control)

Ranger Pro is manufactured by Bayer – A water soluble liquid containing surfactant. Product is a postemergence, systemic herbicide with no soil residual activity. Gives broad-spectrum control of many annual weeds, perennial weeds, woody brush and trees. Active ingredient; Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt 41%, other ingredients – 59%.

Item #3 – Roundup QuickPro SC Total by Bayer; or equal:

(Residual Non-Selective Herbicide)

Non-selective control of emerged and pre-emerged grasses and broadleaf weeds in non-Crop Areas. Active Ingredients; Indaziflam 0.089%; Diquat dibromide 0.890%; Glyphosate isopropylamine salt 20.460%; other ingredients 78.561%.

CITY OF PINEVILLE BID SPECIFICATIONS FOR:
HERBICIDES – ANNUAL CONTRACT

SPECIFICATIONS

Item #4 – Roundup Custom; or equal:

(A non-selective aquatic herbicide that controls emerged vegetation in environments where water is present)

Herbicide shall be a water soluble liquid formulation of the isopropylamine salt of Glyphosate. Product shall contain a minimum of 648 grams per liter or 5.4 pounds per U.S. gallon of the active glyphosate, in the form of its isopropylamine salt. Equivalent to 480 grams per liter or four (four) pounds per U.S. gallon of the acid glyphosate.

Herbicides shall be a trans-located type to insure top root kill of all vegetation of which it is applied, including aquatic weeds as well as trees and brush (i.e. willow trees, rubus species, etc.) growing in the aquatic sites. Product shall be EPA approved for use in and around all aquatic sites including ponds, lakes, canals and streams.

Active Ingredients: Glyphosate, N-(phosphonomethyl)glycine, in the form of isopropylamine 53.8%; other ingredients 46.2%.

Item #5 – Outrider by Valent; or equal:

(A selective herbicide for control of annual and perennial grass and broadleaf weeds on roadsides and unimproved non-crop areas.)

Herbicide shall be water soluble for the control of annual and perennial grass and broadleaf weeds in non-crop areas. Active ingredient: sulfosulfuron, 1-(2-estaysulfonylimidaz(1-2A) pyridine-3(4,6-dimethoxyprimidin-2-y1) urea...75%, inert ingredients 25%

Item #6 – Trimec Encore Broadleaf Herbicide; or equal:

(A selective broadleaf control in warm season and cool season turfgrass.)

Herbicide shall be a water soluble liquid formulation of dimethylamine salt of 2-methyl-4-chlorophenixyacetic acid... 38.68%; dimethylamine salt of (+)-[®]-2-(2-methyl-4-chlorophenoxy) propionic acid... 8.16%; dimethylamine salt of dicamba: 3,6-dichloro-0-anisic acid...3.81%; inert ingredients...49.35%.

**CITY OF PINEVILLE BID SPECIFICATIONS FOR:
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SPECIFICATIONS

Item #7 – Sedgehammer; or equal:

(A selective herbicide for the control of nutsedge and other weeds in turfgrass and landscaped areas)

Active Ingredient:

Halosulfuron-methyl, methyl 3-chloro-5-(4,6-dimethoxypyrimidin-2-ylcarbamoylsulfamoyl)	
-1-methyloazole-4-carboxylate	75.0%
OTHER INGREDIENTS	25.0%

Item #8 – Taurus SC – Termiticide/Insecticide:

Active Ingredient

Fipronil	9.1%
OTHER INGREDIENTS	90.9%

Item #9 – Induce Non-Ionic Low Foam Wetter/Spreader Adjuvant, Aquatic Approved Surfactant:

Active Ingredient:

Alkyl Aryl Polyoxylkane ethers, alkanolamides, dimethyl siloxane, and Free Fatty Acids	90.0%
Components ineffective as adjuvant	10.0%
Surfactant Content	70.0%

Item #10 – Marking Dye:

(An industrial strength spray indicator which indicates the spray pattern, any skips, drifts and overlaps of the product being sprayed.

Hazardous Ingredients: None known

Blue Marking Dye	100%
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Item #11 – Non-Staining Marking Dye:

(An industrial strength Non-Staining spray indicator which indicates the spray pattern, any skips, drifts and overlaps of the product being sprayed.

Hazardous Ingredients: None known

Blue Non-Staining Marking Dye	100%
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CITY OF PINEVILLE BID SPECIFICATIONS FOR:
HERBICIDES – ANNUAL CONTRACT

BID FORM

Bid Item #1 – Roundup Pro Concentrate; or equal:

Manufacturer: _____

Trade Name: _____

Percentage of Surfactant: _____%

Individual Container Size: _____/GL

Bid Price per Gallon: _____

Estimated delivery time after receipt of order: _____/Days

Bid Item #2 – Ranger Pro; or equal:

Manufacturer: _____

Trade Name: _____

Individual Container Size: _____/GL

Bid Price per Gallon: _____

Estimated delivery time after receipt of order: _____/Days

Bid Item #3 – Roundup QuickPro SC Total; or equal:

Manufacturer: _____

Trade Name: _____

Individual Container Size: _____/GL

Bid Price per Gallon: _____

Estimated delivery time after receipt of order: _____/Days

CITY OF PINEVILLE BID SPECIFICATIONS FOR:
HERBICIDES – ANNUAL CONTRACT

BID FORM

Bid Item #4 – Roundup Custom; or equal:

Manufacturer: _____

Trade Name: _____

Individual Container Size: _____/GL

Bid Price per Gallon: _____

Estimated delivery time after receipt of order: _____/Days

Bid Item #5 – Outrider; or equal:

Manufacturer: _____

Trade Name: _____

Individual Container Size: _____/OZ

Bid Price per Ounce: _____

Estimated delivery time after receipt of order: _____/Days

Bid Item #6 – Trimec Encore; or equal:

Manufacturer: _____

Trade Name: _____

Individual Container Size: _____/GL

Bid Price per Gallon: _____

Estimated delivery time after receipt of order: _____/Days

CITY OF PINEVILLE BID SPECIFICATIONS FOR:
HERBICIDES – ANNUAL CONTRACT

BID FORM

Bid Item #7 – Sedgehammer; or equal:

Manufacturer: _____

Trade Name: _____

Individual Container Size: _____/OUNCES

Bid Price per Bottle: _____

Estimated delivery time after receipt of order: _____/Days

Bid Item #8 – Taurus SC; or equal:

Manufacturer: _____

Trade Name: _____

Individual Container Size: _____/BOTTLE

Bid Price per Bottle: _____

Estimated delivery time after receipt of order: _____/Days

Bid Item #9 – Induce Surfactant; or equal:

Manufacturer: _____

Trade Name: _____

Dilution Rate: _____

Individual Container Size: _____/GL

Bid Price per Gallon: _____

Estimated delivery time after receipt of order: _____/Days

CITY OF PINEVILLE BID SPECIFICATIONS FOR:
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BID FORM

Bid Item #10 – Marking Dye; or equal:

Manufacturer: _____

Trade Name: _____

Individual Container Size: _____/GL

Dilution Rate: _____

Bid Price per Gallon: _____

Estimated delivery time after receipt of order: _____/Days

Bid Item #11 – Non-Staining Marking Dye; or equal:

Manufacturer: _____

Trade Name: _____

Individual Container Size: _____/GL

Dilution Rate: _____

Bid Price per Gallon: _____

Estimated delivery time after receipt of order: _____/Days

CITY OF PINEVILLE BID SPECIFICATIONS FOR:
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Bidder Information:

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone #: () _____ Fax # () _____

Email: _____

Authorized Printed Name and Title: _____

Authorized Signature: _____