



**Invitation to Bid (ITB) for
Golf Course Chemicals**

Solicitation Number: 10089623-20-G
Solicitation Issue Date: November 12, 2019
Pre-Bid Conference: N/A
Questions and Comments Due: November 18, 2019 @ 12:00 p.m.
Bid Due Date and Time ("Closing Date"): November 27, 2019 @ 3:00 p.m.
Contract Terms: Until completion of the Scope of Work as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

City Contact:

Jerry G. Gibbs
Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, California 92101
JGGibbs@sandiego.gov
(619) 236-5510

Submissions:

Bidder is required to provide three (3) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed ITB signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted.



TIM ROTH, PCA

Sales Representative

431 Daisy Lane
San Marcos, CA 92078

E tim.roth@target-specialty.com

P 800 237 5233

C 619 813 5908

target-specialty.com

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

ADDENDUM A

ITB No. 10089623-20-G

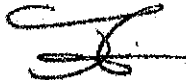
ITB Closing Date: November 27, 2019
@3:00p.m.

Bid for furnishing the City of San Diego with Gold Course Chemicals.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. ~~Delete~~ the original Invitation to Bid Signature Page 4 and ~~replace~~ with the attached Addendum A Invitation to Bid Signature Page 4.
2. ~~Delete~~ the original Exhibit B, Pricing Pages 8, 9, 10, 12, 15 and 17 ~~replace~~ with the attached Addendum A, Exhibit B, Pricing Pages 8, 9, 10, 12, 15 and 17 (**NOTE: Changes made are in bold.**)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Jerry Gibbs
Associate Procurement Contracting Officer
(619)236-5510

November 20, 2019

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089623-20-G, CHEMICAL
FOR PARK AND RECREATION GOLF DIVISION**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089623-20-G (Contractor).

RECITALS

On or about 11/12/2019 City issued an ITB to prospective bidders for chemicals for golf facilities to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods.

City wishes to retain Contractor to provide chemicals for the City of San Diego Park and Recreation Department's Golf Division at various golf facilities as further described in the Scope of Work, attached hereto as Exhibit B. (Goods)

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Goods to City as described in Exhibit B (Scope of Work) which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The Term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for delivery of all goods and performance of all services in accordance with this Contract in an amount not to exceed an amount in accordance with the Pricing Page(s) set forth in Exhibit B.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions, clarifications, or addenda to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the goods and services to be provided. Contractor will provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe the goods and services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. Inconsistent provisions in the Contract Documents must be interpreted to avoid conflict and promote consistency. Provisions with varying degrees of stringency are not to be interpreted as inconsistent; rather, the most stringent provision controls. To otherwise resolve conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence set forth below. With 1st being the highest, the document highest in the order of precedence controls. The order of precedence is:

- 1st Any properly executed amendment to the Contract (most recent controls), and attachments thereto;
- 2nd Addenda to any section of the ITB (most recent controls). If dated earlier than a City's written acceptance of exceptions or clarifications addressing the same subject, then subordinate to such written acceptance;
- 3rd The City's written acceptance of any exceptions or clarifications to the ITB (most recent controls);
- 4th Contractor's Pricing Page(s), as written at the time of City's execution of the Contract;

- 5th The original ITB;
- 6th City's General Contract Terms and Provisions; and
- 7th Any Contract Documents not mentioned above.

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

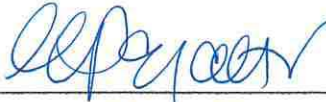
5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Target Specialty Products
Bidder

BY: 


431 Daisy Lane
Street Address

Print Name: Kristina Peralta
Director
Purchasing & Contracting Department

San Marcos, Ca 92078
City
Tim Roth cell: 619-813-5908
office: 760-471-3340
Telephone No.

5 FEB 2020
Date Signed

tim.roth@target-specialty.com
E-Mail

BY: 
Signature of Bidder's Authorized Representative

Tim Roth
Print Name

Sales Rep
Title

Nov 22 2019
Date

Approved as to form this 11th day of
February, 2020.
MARA W. ELLIOTT, City Attorney

BY: 
Deputy City Attorney

Addendum A
November 19, 2019

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Reserved.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.2 In order to be considered, each bidder must submit:

2.2.1 The Contractor Standards Pledge of Compliance Form.

2.2.2 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.2.3 Reserved

2.2.4 Licenses as required in Exhibit B.

2.2.5 Manufacturer's Price List.

2.2.6 Additional Information as required in Exhibit B.

2.2.7 Reserved

2.2.8 Reserved

2.2.9 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific

legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be

excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. **Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder.
2. **Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.
3. **Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.
4. **Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.
5. **Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. **Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.
2. **Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.
3. **Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C within ten (10) business days from the date on the Notice of Intent to Award letter:

1. **Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. **Business Tax Certificate.** All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. **Reserved.**

5. **Reserved.**

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. BID SPECIFICATIONS

Contractor shall provide chemical products for the City of San Diego Park and Recreation Department's Golf Division (City) for the golf facilities located at:

Torrey Pines Golf Course (Torrey Pines)
11480 North Torrey Pines Road
San Diego, CA 92037

Balboa Park Golf Course (Balboa Park)
2600 Golf Course Road
San Diego, CA 92102

Mission Bay Golf Course (Mission Bay)
North Mission Bay Drive
San Diego, CA 92109

The quantities of the chemical products to be bid on are located within Section M. Pricing Pages, below, of this Exhibit B.

B. LICENSES

To provide the chemical products set forth in Section M Pricing Pages, below, of this Exhibit B, Contractor must hold a current Pest Control Advisor License (PCA License) to handle any chemical recommendations that may arise. The PCA License is administered through the California Department of Pesticide Regulation. Contractor must also hold a California Highway Patrol – Hazardous Materials Transportation License and a Pesticide Dealers License.

	License Number	Expiration Date	Licensee's Name
Pest Control Advisor Number	73295	12/31/2021	Tim Roth
California Highway Patrol – Hazardous Materials Transportation License	140199	4/30/2020	Rentokil North America Inc

	License Number	Expiration Date	Licensee's Name
Pesticide Dealers License	39045	12/31/2019	Target Specialty Products

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision to accept or reject the proposed license substitution prior to the bid closing. The City's decision is final.

C. DELIVERIES

Contractor shall make deliveries to Torrey Pines, Mission Bay and Balboa Park. Deliveries of chemicals can only take place from 5:30 am to 1:00 pm Monday through Friday. Contractor must notify the Golf Course Superintendent for each individual golf course at least twenty-four (24) hours in advance of deliveries. Contact information for each of the Golf Course Superintendents will be listed on the individual purchase orders.

City is not responsible for any shipped item until it is accepted by City at the designated delivery location. Delivery drivers shall follow Department Representative or designee instructions when unloading materials; this includes moving to specific locations within each golf course before unloading.

All deliveries must be accompanied by a delivery receipt which includes the price of the item(s) being delivered, and each delivery receipt must be signed by the individual City employee accepting delivery. All invoices or delivery receipts must reference applicable purchase order numbers and/or sub-order numbers.

Orders shall be delivered within ten (10) business days after receipt by Contractor of an order (verbal or written).

Notwithstanding the foregoing, emergency orders (which shall be stated to be such by City employees at the time of the order) shall be delivered within forty-eight (48) hours of each such request. City will pay reasonable handling charges, if required by Contractor, for such emergency orders.

In instances where Contractor cannot deliver within the specified delivery time, City reserves the right to obtain products, or an equivalent product(s), elsewhere and bill Contractor for the difference in cost between the Contractor's bid price and the emergency pricing paid by City. This requirement for Contractor to pay the difference in cost applies to routine product orders and emergency product orders.

D. BACKORDERS

Contractor shall ship items in the quantities shown on the purchase order. Backorders are unacceptable without prior City approval. Unauthorized backorders may be grounds for termination of this Contract by City, at City's sole discretion.

E. RECYCLED MATERIAL CONTENT

City Council Policy No. 100-14 allows for a \$5,000.00 price preference per contract for products which are made partially or fully from recycled material(s). This preference will be applied during the bid evaluation for each bid. Please submit proof, such as a Recycled Material Certificate, Safety Data Sheet, or other documentation with your bid.

Please specify the recycled material and the percentage of recycled material used (if any) in the product bid:

Type of recycled material: none

Percent of recycled material used: none

F. SAFETY DATA SHEETS

Bidders must submit, with their bids, one (1) copy of the Safety data sheet (SDS) for each product bid. Only those products whose label and SDS clearly state the contents, hazard potential and protective measures required shall be considered for purchase.

The Contractor will be required to include, with each shipment delivered to City, one (1) copy of the SDS for each product shipped. Failure to comply with this procedure set forth in this paragraph, may, at the City's sole discretion, be cause for termination of this Contract.

G. REGULATORY REPORTING FOR CHEMICAL RELEASE OR THREATENED RELEASE

Chemical releases or threatened releases, caused by Contractor on City property, and involving liquid or solid hazardous materials or hazardous waste shall be immediately assessed utilizing the San Diego County Department of Environmental Health's Assessment Form as a guide to determine if the incident requires regulatory reporting to the California Emergency Management Agency, County Department of Environmental Health, Hazardous Materials Division, the National Response Center and any other pertinent regulatory agency.

Contractor's failure to timely report a chemical release or threatened release shall subject Contractor to fines and penalties by the County of San Diego and any other pertinent regulatory agency.

Contractor shall immediately report to City any chemical releases or threatened releases involving liquid, or solid hazardous materials or hazardous waste.

Contractor shall be immediately contain, clean, and handle as hazardous waste at the Contractor's expense any chemical releases, caused by Contractor on City property, and any contaminated media (rags, absorbents, soil, etc.). Contractor shall handle as hazardous

waste any waste unless a complete hazardous waste analysis, as approved by City, is performed which determines the waste to be non-hazardous.

Contractor shall complete a Chemical Release Report Form or similar document and fax or transmit via electronic mail such document to the Contract Administrator and to other contacts as listed on the Chemical Release Report Form within four (4) hours of the occurrence of the chemical release for all incidents of hazardous materials or hazardous wastes in quantities equal to or exceeding five (5) gallons in quantity or for any size release that required regulatory reporting as determined by the San Diego County Department of Environmental Health's Assessment form. The ITB contains a blank Chemical Release Report Form as Exhibit D.

H. CONTRACTOR'S RESPONSIBILITIES

1. Safety Requirements

- a. Contractor shall perform all services and provide all goods pursuant to this Contract in such a manner as to provide maximum safety to the public and Contractor's employees, and Contractor shall comply with all safety provisions of this Contract and all applicable federal, state and local laws, rules and regulations. Contractor is responsible for abiding by all CAL OSHA requirements, including the labeling of containers. Bidders who have ten (10) or more employees shall have an injury/illness program as required by CAL OSHA. The Contract Administrator reserves the right to terminate orders to Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this Contract.
- b. It is the Contractor's responsibility to ensure that adequate warning signs are posted and all safety regulations are adhered to by Contractor's employees when performing all services and providing all goods pursuant to this Contractor.
- c. Contractor shall provide to its employees all Personal Protective Equipment (PPE) and require its employees to properly use PPE at all times.

2. Damages

- a. Contractor and its employees shall immediately report, to the Contract Administrator, any injuries, defects, leaks or any other problems or irregularities that arise out of Contractor's performance of any duties or obligations performed pursuant to this Contract.

3. Parking

- a. Contractor shall obey all parking regulations while on City property and shall be solely responsible for any tickets or costs assessed against Contractor for failure to adhere to said parking regulations.

4. City Work Rules

- a. Employees and agents of the Contractor shall, while on City property, comply with all City rules and regulations, including all direction from Department

Representative or assignee. Contractor shall acquaint itself with conditions and customs at the delivery sites so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule without the prior approval of the Contract Administrator.

I. PAYMENTS WITHHELD

In addition to Article III of the City's General Contract Terms and Provisions, the City may withhold payment for services/delivers not performed and for unsatisfactory or substandard work not corrected to the satisfaction of the Contract Administrator within the time specified. Such deductions shall not prevent the City from proceeding with termination of the Contract in accordance with Section 4.3 of the General Terms and Provisions of the Contract awarded to the Contractor.

The City may also withhold payment to such extent as may be necessary to protect the City from loss due to

1. Overpayment of invoices.
2. Claims filed against the City for damage caused by the bidder's acts or omissions, or reasonable evidence indicating probable filing of claims.
3. Repairs to City property, or other damages suffered by the City, required as a result of bidder's negligence to include labor, materials, and equipment.

J. PAYMENT

To receive payment, the Contractor is required to submit invoices to City of San Diego at the following address:

Account Clerk
Attention: Daisy Salvador
E-mail address: Dsalvador@sandiego.gov
Park & Recreation – Golf Division
2702 N. Mission Bay Dr.
San Diego, CA 92109

K. CONTRACT ADMINISTRATOR

1. The Contract Administrator for this Contract is identified in the notice to proceed and will provide daily oversight of this Contract to ensure compliance to the scope of work and/or performance to Contract specifications. The Contract Administrator, or designee, is also responsible for oversight of all invoice payments and billing questions for Purchase Orders Issued under this Contract.
2. The Purchasing Agent shall be responsible for all contractual matters and is the only entity authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing and signed by the Purchasing Agent.

L. MILL TAX / ASSESSMENT

1. California assesses a fee on all pesticide sales at the point of first sale into the state. This fee must be included in the unit pricing in Section M (Pricing Pages).

For additional information please reference:

<https://www.cdpr.ca.gov/docs/mill/masesmnu.htm>

M. PRICING PAGES

1. CITY'S ESTIMATED NEED

The City estimates the total amount of compensation to Contractor for this Contract to be approximately \$1.5 million, however this amount is not guaranteed and in no case shall it exceed \$3 million without prior City Council approval.

Bidders are required to complete the following "pricing pages." Bidder must submit pricing for all items in the following "pricing pages" or bid may be deemed as non-responsive. Substitutions or alternatives may not be accepted and may result in bid being deemed as non-responsive.

All items classified by the manufacturer/bidder to be subject to agency pricing or minimum sales pricing must be quoted accordingly. Failure to provide current agency pricing or minimum sales pricing, as dictated by the Manufacturer at the time of the ITB Closing Date, may result in the proposal being deemed as non-responsive.

No volume discounts will be accepted.

The City intends to award one contract to the bidder with the lowest bid amounts in Sections A, B, C, D and E below whose bid meets all the requirements of this ITB. Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Contract will be awarded by the entire lot.

A. GOLF COURSE – FUNGICIDES

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit price	Extended Price Quantity x Price
1.	50	26 GT	Bayer	Iprodione	2.5 gal	\$ 235.33	\$ 11,766.50
2.	20	26019 Flo	Bayer	Iprodione	2.5 gal	\$ 75.12	\$ 1502.40
3.	30	26/36	Nufarm	Iprodione/Thiophanate methyl	2.5 gal	\$ 313.18	\$ 9395.40

Goods and Services ITB
Revised: April 29, 2016
OCA Document No. 1277089

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit price	Extended Price Quantity x Price
4.	40	3336 F	Nufarm	Thiophanate methyl	2.5 gal	\$ 160.93	\$ 6437.20
5.	22	Affirm WDG	Nufarm	Polyoxin D	2.4 lb	\$ 246.19	\$ 5416.18
6.	6	Appear II	Syngenta	Potassium Phosphite	2 gal	\$ 284.06	\$ 1704.36
7.	2	Banner Maxx II	Syngenta	Propiconazole	1 gal	\$ 222.75	\$ 445.50
8.	7	Banner Maxx II	Syngenta	Propiconazole	10 gal	\$ 2145.70	\$ 15,019.90
9.	6	Banol	Bayer	Propamocarb	2.5 gal	\$ 983.43	\$ 5900.58
10.	5	Bayleton Flo	Bayer	Triadimefon	2.5 gal	\$ 1415.12	\$ 7075.60
11.	45	Briskway	Syngenta	Difenoconazole	1 gal	\$ 1384.18	\$ 62,301.60
12.	40	Chipco 26019	Bayer	Iprodione	2.5 gal	\$ 75.12	\$ 3004.80
13.	6	Chipco Signature	Bayer	Aluminum tris	5.5 lb	\$ 99.04	\$ 594.24
14.	1	Compass 50WG	Bayer	Trifloxystrobin	1 lb	\$ 306.96	\$ 306.96
15.	7	Concert II	Syngenta	Propiconazole/Chlorothaloni	2.5 gal	\$ 206.95	\$ 1448.65

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit price	Extended Price Quantity x Price
16.	4	Cutless MEC	SePro	Flurprimidol	2.5 gal	\$ 983.48	\$ 3933.92
17.	100	Daconil Action	Syngenta	Chlorothalonil	2.5 gal	\$ 206.95	\$ 20,695.00
18.	12	Daconil Weatherstik	Syngenta	Chlorothalonil	2.5 gal	\$ 163.50	\$ 1962.00
19.	8	Divanem	Syngenta	Abamectin	.5 gal	\$ 1609.26	\$ 12,874.08
20.	4	Eagle 20EW	Corteva	Myclobutanil	1 gal	\$ 126.49	\$ 505.96
21.	6	Emerald	BASF	Boscalid	.49 lb	\$ 165.82	\$ 994.92
22.	7	Enclave	Qualipro	Chlorothalonil/Iprodione/ Thiophanate methyl/Tebuconazole	2.5 gal	\$ 235.74	\$ 1650.18
23.	8	Fame SC	FMC	Fluoxastrobin	64 oz	\$ 1220.99	\$ 9767.92
24.	2	Fiata Stressguard	Bayer	Mono- and di- potassium salts of phosphorous acid	2.5 gal	\$ 132.83	\$ 265.66
25.	38	Fore 80WP	Corteva	Mancozeb	6 lb	\$ 42.04	\$ 1597.52
26.	4	Headway	Syngenta	Azoxystrobin/Propiconazole	1 gal	\$ 447.53	\$ 1790.12
27.	5	Headway	Syngenta	Azoxystrobin/Propiconazole	10 gal	\$ 4352.70	\$ 21,763.50
28.	86	Heritage Action	Syngenta	Azoxystrobin	1 lb	\$ 340.25	\$ 29,261.50

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit price	Extended Price Quantity x Price
29.	28	Heritage Action	Syngenta	Azoxystrobin	6 lb	\$	\$ Omit from bid
30.	4	Heritage WDG	Syngenta	Azoxystrobin	1 lb	\$ 330.03	\$ 1320.12
31.	6	Heritage WDG	Syngenta	Azoxystrobin	6 lb	\$ 1980.18	\$ 11,881.08
32.	2	Heritage TL	Syngenta	Azoxystrobin	1 gal	\$ 541.53	\$ 1083.06
33.	1	Heritage G	Syngenta	Azoxystrobin	30 lb	\$ 44.43	\$ 44.43
34.	2	Honor Intrinsic	BASF	Pyraclostrobin/Boscalid	3 lb	\$ 461.11	\$ 922.22
35.	7	Honor Intrinsic	BASF	Pyraclostrobin/Boscalid	36 lb	\$ 4114.91	\$ 28,804.37
36.	10	Indemnify	Bayer	Fluopyram	17.1 oz	\$ 1736.98	\$ 17,369.80
37.	1	Insignia SC Intrinsic	BASF	Pyraclostrobin	30.5 oz	\$ 449.57	\$ 449.57
38.	16	Insignia SC Intrinsic	BASF	Pyraclostrobin	2.5 gal	\$ 3064.15	\$ 49,026.40
39.	6	Instrata	Syngenta	Propiconazole/Chlorothalonil/Fludioxonil	2.5 gal	\$ 413.85	\$ 2483.10
40.	20	Interface Stressgard	Bayer	Iprodione/Trifloxystrobin	2.5 gal	\$ 399.75	\$ 7995.00
41.	30	Lexicon	BASF	Fluxapyroxad/Pyraclostrobin	21 oz	\$ 511.77	\$ 15,353.10
42.	22	Legacy	SePro	Flurprimidol/Trinexapac	2.5 gal	\$ 1004.63	\$ 22,101.86

Goods and Services ITB
Revised: April 29, 2016
OCA Document No. 1277089

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit price	Extended Price Quantity x Price
43.	26	Medallion SC	Syngenta	Fludioxonil	1 gal	\$ 582.40	\$ 15,142.40
44.	18	Mirage Stressgard	Bayer	Tebuconazole	2.5 gal	\$ 466.17	\$ 8391.06
45.	6	Musketeer	SePro	Flurprimidol/Paclobutrazo l/Trinexapac	2.5 gal	\$ 766.70	\$ 4600.20
46.	3	Pillar G Intrinsic	BASF	Pyraclostrobin/Triticonazo le	30 lb	\$ 54.62	\$ 163.86
47.	2	Primo Maxx	Syngenta	Trinexapac	1 gal	\$ 296.31	\$ 592.62
48.	8	Primo Maxx	Syngenta	Trinexapac	10 gal	\$ 2799.60	\$ 22,396.80
49.	30	ProStar 70WP	Bayer	Flutolanil	3 lb	\$ 125.41	\$ 3762.3
50.	8	Protect DF	Nufarm	Mancozeb	6 lb	\$ 31.42	\$ 251.36
51.	36	Proxy	Bayer	Ethaphon	2.5 gal	\$ 69.84	\$ 2514.24
52.	11	Renown	Syngenta	Azoxystrobin/Chlorothalon il	2.5 gal	\$ 569.65	\$ 6266.15
53.	1	Secure	Syngenta	Fluazinam	.5 gal	\$ 324.41	\$ 324.41
54.	36	Secure	Syngenta	Fluazinam	2.5 gal	\$ 1576.05	\$ 56,737.80

Goods and Services ITB
Revised: April 29, 2016
OCA Document No. 1277089

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit price	Extended Price Quantity x Price
55.	36	Secure Action	Syngenta	Fluazinam	2.5 gal	\$ 1660.35	\$ 59,772.60
56.	18	Segway	FMC	Cyazofamid	39.2 oz	\$ 415.00	\$ 7470.00
57.	4	Stellar	Nufarm	Fluopicolide/Propamocarb	104 oz	\$ 521.043	\$ 2084.17
58.	4	Subdue Maxx	Syngenta	Mefenoxam	1 gal	\$ 549.71	\$ 2198.84
59.	3	Tartan Stressgard	Bayer	Trifloxystrobin	2.5 gal	\$ 868.48	\$ 2605.44
60.	6	Tekken	PBI Gordan	Isofetamid/Tebuconazole	2.5 gal	\$ 337.50	\$ 2025.00
61.	9	Torque	Nufarm	Tebuconazole	1 gal	\$ 113.24	\$ 1019.16
62.	10	Traction	Nufarm	Fluazinam/Tebuconazole	2.5 gal	\$ 543.58	\$ 5435.80
63.	1	Trimmit 2SC	Syngenta	Paclobutrazol	2.5 gal	\$ 1085.65	\$ 1085.65
64.	3	Trinity	BASF	Triticonazole	2.5 gal	\$ 410.77	\$ 1232.31
65.	30	Velista	Syngenta	Penthiopyrad	22 oz	\$ 224.84	\$ 6745.20
66.	20	Wilco Grnd Squirrel Bait	Wilco	Diphacinone	4 lb	\$ 17.59	\$ 351.80
67.	6	Xzemplar	BASF	Fluxapyroxad	11.4 oz	\$ 217.06	\$ 1302.36
68.	45	Xzemplar	BASF	Fluxapyroxad	114 oz	\$ 1885.56	\$ 84,850.20

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit price	Extended Price Quantity x Price
FUNGICIDES - TOTAL SECTION A:							\$ 697,537.99

B. GOLF COURSE - HERBICIDES

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit Price	Extended Price Quantity x Price
69.	5	4-Speed XT	Nufarm	2,4-D/Triclopyr/Dicamba/Pyraflufen	2.5 gal	\$ 162.34	\$ 811.70
70.	14	Barricade 4FL	Syngenta	Prodiamine	1 gal	\$ 146.12	\$ 2045.68
71.	10	Certainty	Nufarm	Sulfosulfuron	1.25 oz	\$ 70.25	\$ 702.50
72.	2	Dimension 2EW	Corteva	Dithiopyr	2.5 gal	\$ 538.75	\$ 1077.50
73.	30	Drive XLR8	BASF	Quinclorac	.5 gal	\$ 39.10	\$ 1173.00
74.	5	Finale	BASF	Gluphosinate-ammonium	2.5 gal	\$ 88.65	\$ 443.25

Goods and Services ITB
Revised: April 29, 2016
OCA Document No. 1277089

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit Price	Extended Price Quantity x Price
75.	8	Fusillade II	Syngenta	Fluazifop	1 qt	\$ 56.46	\$ 451.68
76.	11	Kerb SC T&O	Corteva	Pronamide	1 gal	\$ 280.00	\$ 3080.00
77.	70	Lontrel	Corteva	Clopyralid	1 qt	\$ 118.80	\$ 8316.00
78.	4	Pendulum AquaCap	BASF	Pendimethalin	2.5 gal	\$ 77.10	\$ 308.40
79.	5	Pendulum AquaCap	BASF	Pendimethalin	15 gal	\$ 766.31	\$ 3831.55
80.	4	Prosege	Nufarm	Halosulfuron	1.3 g	\$ 4.49	\$ 17.96
81.	8	Pylex	BASF	Topramezone	8 oz	\$ 395.60	\$ 3164.80
82.	10	Quicksilver	FMC	Carfentrazone	8 oz	\$ 109.18	\$ 1091.80
83.	24	Revolver	Bayer	Foramsulfuron	87 oz	\$ 601.30	\$ 14,431.20
84.	6	Reward	Syngenta	Diquat	1 gal	\$ 80.72	\$ 484.32

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit Price	Extended Price Quantity x Price
85.	2	Ronstar FLO	Bayer	Oxadiazon	2.5 gal	\$ 448.55	\$ 897.10
86.	80	Roundup Pro Max	Bayer	Glyphosate	1.67 gal	\$ 39.07	\$ 3125.60
87.	2	Sapphire	Corteva	Penoxsulam	1 gal	\$ 600.00	\$ 1200.00
88.	4	Sedge Hammer	Gowan	Halosulfuron	1.33 oz	\$ 40.72	\$ 162.88
89.	60	Speedzone Southern	PBI Gordon	2,4-D/Mecoprop/Dicamba/Carfent razone	1 gal	\$ 52.27	\$ 3136.20
90.	7	Specticle FLO	Bayer	Indaziflam	1 gal	\$ 1707.60	\$ 11,953.20
91.	4	Specticle FLO	Bayer	Indaziflam	18 oz	\$ 251.35	\$ 1005.40
92.	4	Specticle G	Bayer	Indaziflam	50 lb	\$ 99.00	\$ 396.00
93.	3	Surflan A.S.	United Phosphorus Inc.	Oryzalin	2.5 gal	\$ 107.22	\$ 321.66

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit Price	Extended Price Quantity x Price
94.	4	Tower	BASF	Dimethenamid	2.5 gal	\$ 780.11	\$ 3120.44
95.	10	Turflon Ester Ultra	Corteva	Triclopyr	1 gal	\$ 81.00	\$ 810.00
96.	120	Weed Whacker Jet Spray	Monterrey Lawn & Garden	2,4-D	22 oz	\$ 4.01	\$ 481.20
HERBICIDES - TOTAL SECTION B:							\$ 68,041.02

C. Insecticides

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit Price	Extended Price Quantity x Price
97.	45	Acelepryn	Syngenta	Chlorantraniliprole	.5 gal	\$ 1033.51	\$ 46,507.95
98.	12	Acelepryn G	Syngenta	Chlorantraniliprole	25 lb	\$ 65.94	\$ 791.28
99.	2	Arena 50 WDG	Nufarm	Clothianidin	40 oz	\$ 610.75	\$ 1221.50

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit Price	Extended Price Quantity x Price
100.	3	Aria	FMC	Flonicamid	160 gram	\$ 112.34	\$ 337.02
101.	14	Meridian 25WG	Syngenta	Thiamethoxam	102 oz	\$ 521.22	\$ 7297.08
102.	16	Merit 75 WSP	Bayer	Imidacloprid	(x4)-1.6 oz / 6.4oz	\$ 14.32	\$ 229.12
103.	10	Merit .5 G	Bayer	Imidacloprid	30 lb	\$ 22.50	\$ 225.00
104.	400	Nuvan Prostrips	AMVAC	Dichlorvos	X3 Strips per bag	\$ 18.66	\$ 7464.00
105.	6	Onyx Pro	FMC	Bifenthrin	1 qt	\$ 87.67	\$ 526.02
106.	1	ProVaunt	Syngenta	Indoxacarb	72 oz	\$ 390.24	\$ 390.24
107.	3	ProVaunt	Syngenta	Indoxacarb	120 oz	\$ 871.20	\$ 2613.60
108.	6	Scimitar GC	Syngenta	Lamba-cyhalothrin	1 qt	\$ 126.79	\$ 760.74
109.	5	Talstar S	FMC	Bifenthrin	1 gal	\$ 32.58	\$ 162.90

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit Price	Extended Price Quantity x Price
INSECTICIDES - TOTAL SECTION C:							\$ 68,526.45

D. GOLF COURSE - Miscellaneous

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit price	Extended Price Quantity x Price
110.	3	Foursome turf pigment	Quali-Pro	Green Dye	1 gal	\$ 119.00	\$ 357.00
111.	6	Green Lawnger turf colorant	BASF	Green Dye	1 gal	\$ 45.00	\$ 270.00
112.	10	Green Lawnger turf colorant	BASF	Green Dye	2.5 gal	\$ 108.91	\$ 1089.10
113.	6	Green Lawnger Transition HC colorant	BASF	Green Dye	1 gal	\$ 109.97	\$ 659.82
114.	10	Green Lawnger Vision Pro turf colorant	BASF	Green Dye	1 gal	\$ 100.97	\$ 1009.70

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit price	Extended Price Quantity x Price
115.	10	Neutralize Dry tank cleaner	BASF	Soap	2 lb	\$ 9.00	\$ 90.00
116.	60	Nutra-Sol tank cleaner	BASF	Soap	2 lb	\$ 7.14	\$ 428.40
117.	25	Turf Mark spray indicator - blue	BASF	Blue Dye	2.5 gal	\$ 75.85	\$ 1896.25
118.	25	Turf Mark spray indicator - green	BASF	Green Dye	2.5 gal	\$ 92.20	\$ 2305.00
MISC. - TOTAL SECTION D:							\$ 8,105.27

E. Rodenticide

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit price	Extended Price Quantity x Price
119.	20	Weevilcide	United Phosphorus Inc.	Aluminum Phosphide	500 Tablets	\$ 20.23	\$ 404.60
120.	24	Wilco Ground Squirrel Bait	Wilco	Diphacinone	4 lb	\$ 17.59	\$ 422.16

Item No.	Est. Annual Quantity	Chemical Name	Manufacturer	Active Ingredient	Container Size	Unit price	Extended Price Quantity x Price
RODENTICIDE - TOTAL SECTION E:							\$ 826.76

F. PRICING SUMMARY

Section	Description	Total Section Pricing
A.	GOLF COURSE - FUNGICIDES	\$ 697,537.99
B.	GOLF COURSE - HERBICIDES	\$ 68,041.02
C.	GOLF COURSE - INSECTICIDES	\$ 68,526.45
D.	GOLF COURSE - MISCELLANEOUS	\$ 8105.27
E.	GOLF COURSE - RODENTICIDE	\$ 826.76
Total for Sections A, B, C, D & E:		\$ 843,037.49

G. DISCOUNT OFF ALL CATALOGS PREVAILING PUBLISHED PRICE LIST

1. City desires to purchase the products listed on the above pricing pages, as well as other products not specifically listed throughout the term of this Contract. As new items become available in the designated product lines, they too will become part of the Contract and will be subject to the same discount offered. Your most current catalog(s) price list will be used to determine pricing during the Term. Contractor shall provide price updates and catalogs as new items become available, or at any time they are updated.

2. Bidder shall indicate below the percentage discount off their catalog prevailing published price list at time of order that will apply for items not specifically listed. This information will not be considered in the award evaluation. (If product categories are not listed the City will interpret as the entire catalog is at any discount offered.)

Product Category	Discount off Manufacturer List Price	
Turf Fuel Liquids	25	%
Turf Fuel Wetting Agents	25	%
Turf Fuel granular fertilizers	15	%
		%