



Joseph Bogart  
Purchasing Assistant  
332 Home Ave.  
Maryville, TN. 37801  
(865) 273-3332

Please quote your prices and return this quote to Joseph Bogart, Purchasing. The City of Maryville reserves the right to reject any or all quotes. **YOU MAY NOT FAX THIS QUOTE.** All quotes **must be received** by the City before the opening date. No late or unsigned bids will be considered under any circumstances. Please mark the bid number on all envelopes if mailing.

You may return this bid via mail to the address shown above or by e-mail (**preferred**) to the following address:

[jfbogart@maryville-tn.gov](mailto:jfbogart@maryville-tn.gov)

No fax bids will be allowed.

**Opening Date/Time: 01/24/23 at 1:00 P.M. Bid No. 04-23**

Item	Quantity	Description	Unit Price	Total	Lead Time
1	360	Gallons of Nufarm Weedmaster herbicide put up in 2 x 2.5 gallon cases, 36 cases per pallet, total of two pallets. Quoted price must include delivery freight charge.			
We will consider other products if you wish to quote a different herbicide other than Nufarm Weedmaster. If you quote a different product it must come packaged in no larger than 2.5 gallon containers. You must also agree to take back and refund our funds on any unused amount if we feel like it does not work as well as Nufarm Weedmaster. The City of Maryville will be the final judge concerning how well the herbicide works for us.					

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

Authorizing Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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## GENERAL CONDITIONS

(READ CAREFULLY)

### 1. PREPARATION OF BIDS.

1. Only bids submitted on bid forms furnished by the City will be accepted. No telephone or FAX bids will be accepted.
2. Bids to be enclosed in a sealed envelope, plainly identified in the upper left hand corner with the company name and address and in the lower left hand corner, the bid number and due date.
3. All bids must be delivered or mailed to the Purchasing Agent, City of Maryville, 414 W Broadway Ave., Maryville, Tennessee, 37801, unless otherwise directed in bid form.
4. It is the bidder's responsibility to insure that the written bid is delivered at the proper time and place of the bid opening.
5. No bid received after closing time will be considered. Late bids will be returned unopened.
6. If not offering a bid, bidder must return the bid form marked **>NO BID=** and state the reason for not responding.

### 2. PRICING.

Each item must be priced separately. Unit prices shall be shown. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

### 3. BID OPENINGS.

Bid will be opened and read aloud at the specified time and date set in the Invitation to Bid. These meetings are open to the public.

### 4. SIGNATURE ON BIDS.

Each bid must give full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind his company in contract.

### 5. ACCEPTANCE AND REJECTION.

The City reserves the right to reject any or all bids, to waive informalities and to accept the bid or bids in its judgement is in the best interest of the City. If a bidder fails to state a time in which a bid must be accepted, it is understood and agreed that the City shall have sixty (60) days to issue a purchase order.

### 6. BID EVALUATION.

Bids will be evaluated according to the criteria set forth in the Invitation to Bid with the degree of importance to be determined by the City.

### 7. AWARD.

Contracts and purchases will be entered into or made with the lowest responsible compliant bidder meeting specifications for material or services as deemed in the best interest and advantage of the City except as otherwise specified in the Invitation to Bid.

### 8. MULTIPLE ITEM BIDS.

When more than one item is specified in the Invitation to Bid, the City will determine the low bidder either on the basis of the individual items or on all the items included in the bid. ALL or NONE bids must be clearly identified on the bid form and will be considered only if in the best interest of the City.

### 9. TIME OF DELIVERY.

Time of delivery is a part of the consideration and must be stated in the definite terms and adhered to. If time varies on different items, the bidder shall so state. When no time of delivery is stated, it is understood and agreed that delivery is to be made within two (2) weeks after receipt of order.

The contractor shall be required to maintain or have available an inventory sufficient to make shipment within the time stated in his bid. The vendor may request a delivery extension in a letter to the Director of Purchasing if conditions arise that would prevent him from meeting his quoted delivery schedule. The City reserves the right to accept or reject this request.

### 10. DEFAULT.

In case of default of the Contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost resulting from this action.

### 11. BRAND NAMES.

Specifications furnished in the Invitation to Bid are intended to establish a desired quality of performance level or other minimum requirements which will provide the City with the best product available at the lowest possible price.

If a bidder offers an alternate he must include the brand name and/or model he proposes to furnish and include complete descriptive literature and specifications that clearly describes the article offered and how it differs from the referenced brand. Reference to literature previously furnished will not satisfy this provision.

**UNLESS BIDDER SPECIFIES OTHERWISE IN HIS BID, IT WILL BE UNDERSTOOD THAT HE IS OFFERING THE REFERENCED BRAND ITEM AS STATED.**

The City alone reserves the right to determine whether a substitute offer is equivalent and meets the standards of quality and suitability to City's needs as indicated by the brand referenced. A sample or demonstration may be required at the expense of the vendor.

### 12. SAMPLES.

The City may request a sample product as part of a bid. This will be provided at no charge to the City.

Samples remain in the Purchasing Department for a period of two (2) weeks following the award of a bid. Vendors are responsible for picking up their samples during that period. Samples not collected by the specified time allowed will become the property of the City. Samples of successful bidders will be retained until delivery is received and is accepted as being equal to their sample.

### 13. DISCOUNT PERIOD.

Time in connection with discount offered will be computed from the date of satisfactory delivery at destination, or from the date the correct invoice is received, whichever is later.

### 14. FOB POINT.

All prices quoted are to be FOB delivered to the using department, City of Maryville, Tennessee (unless another FOB point is stated on the bid form). The successful bidder will assume all responsibility for damage in transit.

### 15. TAXES.

The City is exempt from Federal excise taxes and state and local sales or use taxes. Exemption certificates will be furnished upon request.

### 16. CONDITION STANDARDS.

It is understood and agreed that any item offered or shipped as a result of this bid shall be new and unused and

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shall be the manufacturer=s latest model unless otherwise stated in the bid.

17. **INSPECTION.** All supplies or materials are subject to inspection and rejection by the City. Rejected materials shall be returned at the bidder=s expense.
18. **SAFETY STANDARDS.** Unless otherwise stipulated in the bid all manufactured items and fabricated assemblies shall comply with applicable requirement of OSHA and any standards thereunder.
19. **PARTS AND SERVICE.** The successful bidder must be able to provide adequate parts and services for items bid.
20. **BID TABULATIONS.** Tabulations of bids will be furnished upon request.
21. **The City of Maryville shall not discriminate against any vendor seeking to transact business with the City regardless of race, religion, creed, color, sex, national origin, age or physical handicap.**
22. **By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended and all regulations promulgated thereunder**

#### PENALTIES

Bidders may be removed from our active bid file for a period determined by the City as a result of any of the following:

1. Failure to respond to a bid request.
2. Failure to meet delivery requirements.
3. Failure to furnish specified items as a result of a bid award.
4. Offers of gratuities or favors to any employee of the City.

Bids may be removed from the consideration for the following reasons.

1. Bid received after bid opening date.
2. Bid not signed.
3. Descriptive literature on alternate bid not included in bid.
4. Sample not provided with bid if requested