

BIDDER → → → Return This Form
Title VI Compliance Report of Employment
 AS OF 6-20-08

10569C

EEO/AA OFFICER _____ TELEPHONE 405-427-2484

COMPANY/FIRM NAME Eckroat Seed Co. PROJECT NO. _____

JOB CATEGORY	WHITE		BLACK		HISPANIC		ASIAN AMER		AMER INDIAN		OTHER (SPECIFY)		TOTAL	HANDI-CAPPED
	M	F	M	F	M	F	M	F	M	F	M	F		
OFFICIAL MANAGER	4													
PROFESSIONAL	2													
TECHNICIAN														
PROTECTIVE SERVICES														
PARA PROFESSIONAL														
OFFICE CLERICAL		1												
SKILLED CRAFT	4													
SERVICE MAINTENANCE	1													
TOTAL/PERCENT	92	8												

STATEMENT OF COMPANY'S EQUAL OPPORTUNITY POLICY: _____

We are an equal opportunity employer

TITLE VI COORDINATOR NAME: Tyson Eckroat TELEPHONE: 405-427-2484

SIGNED/TITLE:  MANAGER DATE: 7-7-08

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDERS PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS/REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S PROPOSAL. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THESE REQUIREMENTS AND INSTRUCTIONS.

1. **EXAMINATION BY BIDDERS.** All bidders must examine the specifications, drawings, schedules, special instructions and these general requirements prior to submitting any bid/pricing agreement/contract. Failure to examine is at the bidder's own risk.

2. **SUBMISSION OF FORMS PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.** All bids must be completed in ink or typewritten, on the forms provided by the contracting entity prior to contract award. Any erasures or other changes must be initialed by the individual signing the bid. All bids/proposals will not be considered unless the bid/pricing agreement/contract form is signed by the bidder or an authorized agent prior to award. The anticollusion affidavit must be executed by the bidder/proposer or an authorized representative and notarized. The notarization must contain: [1] the notary's signature [2] jurisdiction where notarization took place (i.e., State of __, County of __), [3] date of notarization, [4] the notary's commission expiration date [5] the notary's commission number (Oklahoma) [6] the notarial seal and [7] comply with all other applicable laws. Failure to properly execute the bid/pricing agreement/contract Form & non-discrimination statement prior to award will result in rejection of the bid.

3. **ORIGINAL BID FILED WITH CITY CLERK/SECRETARY.** a. **Hard Copy Bids:** An original of the bid/proposal must be filed with the City Clerk/Secretary in a sealed envelope which clearly identifies: [1] the bid number, [2] description, [3] bid opening date, and [4] the bidder's name and address. All bids must be time stamped by the City Clerk's/Secretary's office before the hour specified on the opening date. b. **Electronic Bids:** Invitations to bid will be posted on the City's web site at: www.okc.gov. The specifications and bid documents may be downloaded from that site. Electronic bidding may be available on certain bids. If so, the bid will be specifically noted and an access link will be provided. If the bid is not identified as an electronic bid, then only sealed, hard copy, bids will be accepted. Electronic Bids must be submitted through the City's web site. The web site only permits bids from registered bidders up to the bid deadline.

4. **DESCRIPTIVE TERMS.** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not restrict bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

5. **EXCEPTIONS.** Any exceptions [variances] to these instructions or specifications must be submitted along with the bidder's proposal. Failure to indicate any exceptions [variance] will be regarded as full compliance with these requirements, specifications and instructions and will be construed to mean that the bidder proposes to furnish the exact commodity as described in the specifications/requirements.

6. **UNIT PRICES.** A unit price for each unit bid must be shown and include packaging and/or packing, if any, unless otherwise specified. If the quantity is an estimate, the unit price only shall be listed. On items where a quantity is specified, a total shall be entered in the appropriate column of the bid schedule. If an error is made in extension of the price, the unit price shall prevail. Items or estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the bidder to the destination specified in the special instructions of the specifications.

7. **EXEMPTIONS FROM CERTAIN TAXES.** The purchase of certain items of equipment and/or materials by the contracting entity is exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Upon request, applicable federal excise exemption certificates will be furnished.

8. PAYMENTS AND DISCOUNTS.

[a] Payment for the materials, supplies, or equipment as specified in the pricing agreement/contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s) and/or notarized claim voucher, if applicable. Purchases may be made using a purchasing card however, processing fees may not be added.

[b] Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. However, offered discounts will be taken if payment is made within the discount period.

[c] Late charges cannot be assessed against the City or a Trust.

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9. DELIVERY.

[a] All prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the special instructions) with all charges prepaid to the actual point of delivery.

[b] Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids/proposals to be rejected. A successful bidder is required to keep the purchasing agent advised at all times of the status of the order. All materials, supplies or equipment shall be delivered within thirty (30) days from the date of the award of the pricing agreement/contract, unless specified otherwise.

10. AWARD OF PRICING AGREEMENT/CONTRACTS. The contracting entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.

11. BID BONDS. If required by the specifications, a bid bond [or a certified check or cashier's check] in the required amount must accompany the bid. This bond may be retained by the contracting entity as liquidated damages should the successful bidder fail to comply with the terms of this bid/proposal. The City Clerk's/Secretary's office may return all bonds or deposits to unsuccessful bidders after the pricing agreement/contract has been awarded.

12. PERFORMANCE BONDS. If required by the specifications, the successful bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of pricing agreement/contract. The bid bond or deposit may be returned to the successful bidder upon the posting of the performance bond.

13. PATENTS. The bidder agrees to indemnify and save harmless the contracting entity, the purchasing agent and assistants from all suits and actions of every nature and description brought against the bidder and/or any assistants because or for the use of patented appliances, products or processes. The bidder shall pay all royalties and charges which are legal and equitable evidence of such payment or satisfaction shall be submitted upon request of the City/Trust, as a necessary requirement in connection with the final execution of any pricing agreement/contract in which patented appliances, products or processes are to be used.

14. TERMINATION.

[a] The performance of services and/or the delivery of items under any pricing agreement/contract may be terminated by the contracting entity, in whole or in part, whenever it is determined to be in the best interest of the contracting entity.

[b] Any such termination will be effected by delivery to the bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.

[c] After receipt of a termination notice, the bidder shall stop performance of services and/or accept no further orders under the pricing agreement/contract.

15. COMPLIANCE WITH APPLICABLE LAW. All bidders must comply with all applicable federal, state or local laws and regulations. Including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. 2000d-et seq.

16. SELF-INSURED. The City or Trust is self-insured for its own negligence, subject to the Governmental Tort Claims Act, Title 51 sections 151 et.seq.

17. RIGHT TO AUDIT. The contracting entity shall at all times have the right to examine books, papers and records of the successful bidder relative to all aspects of the pricing agreements/contracts awarded as a result of this bid to confirm pricing agreement/contract compliance. Failure to provide the requested information may result in termination of the pricing agreement/contract. This right to audit only affects pricing agreement/contract compliance as a result of this bid, and does not apply to vendor records beyond the scope of the pricing agreement/contract.

18. PROPRIETARY INFORMATION. All material submitted to the City becomes public property and is subject to the Oklahoma Open Records Act upon receipt. If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the District Court. If the Bidder fails to identify proprietary information, he agrees that by submission of bid that those sections shall be deemed non-proprietary and available upon public request. Notwithstanding this provision, Bidders must not identify the entire bid as proprietary.

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THE CITY OF OKLAHOMA CITY
IMMIGRATION AFFIDAVIT

The undersigned as Vendor/Contractor or Contractor's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the Contractor has registered and participates in the Status Verification System as set forth in "Oklahoma Taxpayer and Citizen Protection Act of 2007" to verify the work eligibility status of all new employees hired on or after November 1, 2007.

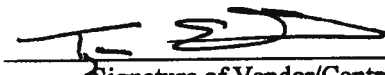
This Affidavit must be signed by the Vendor/Contractor, notarized, dated and completed by the Notary Public, and submitted prior to contract award.

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

The undersigned, as Vendor/Contractor or Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Contractor and the signatory.

Eckroat Seed Co.

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Contractor



Signature of Vendor/Contractor or Authorized Agent

Tyson Eckroat

Type or print name and title of person who signed above

Signed and sworn to or affirmed before me on this 7th day of JULY, 2008,

by TYSON ECKROAT as the above named Contractor or Contractor's Authorized Agent.
(Insert name of person signing above)

My Commission expires 12-31-2011

Barbara N. Fisher
Notary Public

My Commission number 04000054

This Affidavit required prior to contract award by 25 Oklahoma Statutes (2007) §§ 1312 and 1313.

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LETTER OF AUTHORIZATION

IF THE PERSON SIGNING THE CONTRACT IS NOT THE PRESIDENT, VICE PRESIDENT OR CEO OF YOUR COMPANY, A LETTER (SIGNED BY ONE OF THE ABOVE) IS NEEDED WHICH AUTHORIZES THE PERSON WHO SIGNED THE CONTRACT TO DO SO.

This letter authorizes Tyson Eckroat to sign all forms related to the City of Oklahoma City's pricing agreement on behalf of Eckroat Seed Co.

Sincerely,


signature

Robert A. Eckroat
print

7/7/08
date

Title:

(must be checked)

- | | |
|--|--|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input checked="" type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | |

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Contact Information

This information is for the Buyer's private bidders/vendors list.
This information will be used to correspond with you about this bid, contract or pricing agreement.
I will also try to link your information with other bids that I handle that may be of interest to you.

If you have a change in this information please update by mail, email, fax or you may call me to have your information updated immediately.

Thomas Edwards
100 N. Walker Suite 100 South
Oklahoma City OK 73102

Phone (405) 297-2071 Fax (405) 297-2142 Email tom.edwards@okc.gov

Company Name Eckroat Seed Co.

Address 1106 Martin Luther King City Oklahoma City St OK ZIP 73117

Contact Person Eckroat Seed Co.

Phone 405-427-2484 Cell _____ Fax 405-427-7174

Email Eckroat@eckroatseed.com

Website www.eckroatseed.com

Other information, products or services you would like to make the Buyer aware of:

- Turf and Ornamental chemicals
- Custom Blended Fertilizer
- Turf and Agriculture Seeds
- Athletic Field Construction and Renovation
- Soil Amendments

SPECIFICATIONS FOR

**Agricultural Chemicals, Fertilizers, Supplies,
Blends and Soil**

**Remainder of
FISCAL YEAR 2008-09**

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Agricultural Chemicals, Fertilizers, Supplies, Blends and Soil

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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

**Agricultural Chemicals, Fertilizers, Supplies, Blends and Soil
INSTRUCTIONS TO BIDDERS**

INTENT: To provide miscellaneous agricultural and fertilizer supplies chemical/ fertilizer blends and soil additives - citywide

SCOPE OF PRICING AGREEMENT/CONTRACT: The contractor shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The City reserves the right to award this pricing agreement/contract to a single vendor or to multiple vendors, whichever is deemed to be in the City's best interest. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "NB" in the space provided.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout these specifications shall mean The City of Oklahoma City. However, should a PUBLIC TRUST, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant pricing agreement(s)/contract(s), the contracted vendor(s) will honor the terms and conditions, including price, of the pricing agreement(s)/contract(s).

PRICING AGREEMENT/CONTRACT PERIOD: The pricing agreement/contract shall be for the remainder of fiscal year 2008-09. The pricing agreement/contract shall be in effect commencing on the date of award or other date as approved by Council through June 30, 2009.

PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

1. This pricing agreement/contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the contractor prior to the expiration date of the pricing agreement/contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)
2. Upon receipt of the Contracting Entity's preliminary notice, the contractor shall, if desired, submit a written agreement to continue pricing agreement/contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the pricing agreement/contract as renewed shall be deemed to include this option provision except that the total duration of this pricing agreement/contract, including any renewals, shall not exceed three years.
4. In all cases pricing agreement/contract renewals shall be approved by the Contracting Entity's governing body, and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.

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DELIVERY: Bidders shall specify below their proposed delivery times for the requested services. If a deadline is specified and no alternative is proposed, it will be assumed that you will meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at destination.
2. Although source inspection by the Contracting Entity is not anticipated under this pricing agreement/contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections which it deems to be appropriate.

F.O.B. DESTINATION:

1. The contractor shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points located within the City's corporate limits.
2. Inside delivery is required.

COMMERCIAL PACKAGING: Preservation, packaging, packing and marking will be in accordance with contractor's best commercial practice, to provide adequate protection against shipping damage.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The contractor agrees to furnish all quantities ordered by The City of Oklahoma City and its related trusts during the pricing agreement/contract period.
3. The Contracting Entity agrees to place orders with the contractor for all its requirements for those items shown in the price schedule, as awarded, except as follows:
 - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
 - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
 - c. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.
 - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this pricing agreement/contract.

4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.

ORDER OF PRECEDENCE: In the event of an inconsistency between provisions of this pricing agreement/contract, the inconsistency shall be resolved by giving precedence in the following order: (i) pricing agreement/contract articles, (ii) requirements for bidders, (iii) pricing agreement/contract instructions, and (iv) other references.

PAYMENT METHODS: The ordering departments will utilize purchase order numbers or purchasing cards for ordering the materials they require as the need arises during the pricing agreement/contract period.

The City of Oklahoma City shall not be held liable for any and all damages sustained by vendors for delivery of materials awarded by pricing agreement/contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of materials to any Oklahoma City department without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker, Suite 200, Oklahoma City, OK 73102. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.
3. Invoices must contain the following information:
 - a. Vendor's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased to include:
 - (1) description/stock number
 - (2) unit price
 - (3) quantity
 - (4) unit of issue (each, box, dozen, pound, etc.)
 - (5) total price
 - e. Total amount of invoice
 - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

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WARRANTY:

1. The contractor warrants that at the time of delivery, all items furnished under this pricing agreement/contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this pricing agreement/contract. All bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
1. As to any item which does not conform to this warranty, the contractor agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the contractor for correction or replacement at the contractor's expense; or
 - b. Require an equitable adjustment in the pricing agreement/contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation, and will be for the full term of said warranty.

GENERAL PROVISIONS: The following documents are attached or by this reference incorporated as a part of this pricing agreement/contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Anticollusion Affidavit
- c. Requirements for Bidders

MATERIAL SAFETY DATA SHEETS: Any Contractor supplying The City of Oklahoma City or a related Trust materials that require a Material Safety Data Sheet (MSDS) will furnish the required sheet or a composite concentration list in one of the following manners:

1. Submitted as part of the bid document
2. Submitted prior to pricing agreement/contract award
3. Submitted with the product invoice
4. Submitted at the request of the City or Trust

In all instances, the Contractor shall furnish the material safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to or from the City or related Trust. The appropriate bid number, pricing agreement/contract number, delivery ticket number, or invoice number shall be clearly marked on the material safety data sheet or the composite concentration lists. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
(405) 297-3891
420 W. Main, Ste. 630
Oklahoma City, Oklahoma 73102

Other Provisions

PLEASE RETURN ALL PAGES OF THIS BID PACKET WITH YOUR BID

Electronic bidding is not available for this bid.

Hard copy bids delivered to the City Clerk's Office Only.

The bid may be delivered anytime prior to the due date

This bid has been type enabled. Please use the free Adobe Reader 8.0 or above to type this bid. This means you will be able to type your bid, adjust font sizes and save your data using the free reader.

You may download the latest free reader here: free adobe reader

Your bid may be subject to electronic processing - neatness counts

Please avoid these common errors:

Failure to submit original documents. Please do not submit copies. Documents with original signatures and notarizations are required.

Failure to complete the vendor registration form. Complete the form even if you are already "in the system". Do not submit your W9 in place of the vendor registration form.

Letter of Authorization (LOA). If you signed the bid and you are not the owner, President or member of the board the LOA must be signed by the owner, President or member of the board. The position of the person signing the LOA must be clearly indicted on the form.

Please submit catalogs and price lists on CD if possible

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TECHNICAL SPECIFICATIONS

GENERAL

Items furnished under this contract shall conform to the manufacturer's specifications and shall perform the functions for which they were designed and manufactured. The contractor shall hold in stock or have ready access to an adequate number of items as listed in the manufacturer's published price list. The apparent silence of this specification as to any detailed description concerning any point shall be regarded as meaning the best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used.

The City of Oklahoma City will consider proprietary products, which the manufacturer believes to be superior to the original named products. In cases of these variances it will be necessary to submit technical information with the bid, which substantiates the manufacturer's claims. Also, it will be the responsibility of the vendor to demonstrate that "new" or "untried" products will perform in the grounds management operations of The City of Oklahoma City to the satisfaction of professional City personnel engaged in the management and operation of these materials.

The contracting entity will consider other factors such as quality, uniqueness of design, market trends, and preferences, in addition to lowest cost when awarding contracts. It is realized that no one company can bid all items. Therefore, multiple contracts shall be awarded as is determined to be in the City's best interest.

Orders placed enumerating specific conditions, such as order numbers, shall have no substitutions unless approved by the person who placed the original order.

All labeling of containers required by law at the time for selling shall be intact and legible when the material is delivered and shall remain on container until the contents are used.

If the material to be applied is dry, it shall be in a pelleted or other approved granular form.

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SPECIFIC

PRICE LISTS/ILLUSTRATED CATALOGUES

Bidders shall bid a percentage of discount off of an established published price list/catalogues for each **BRAND NAME** item(s) bid in the price schedule sheet. If the bidder does not carry a specified brand, the bidder shall bid a N/B (no bid). Bidders must identify the name, number and date of each price list/catalogue they are bidding. Blank bid items are included, so that bidders may bid additional brands not specified in the price schedule sheet.

Bidders must furnish, with their bid, one copy of all price lists/catalogues they are bidding. Within one week after notification of a contract award the successful bidder shall furnish the Procurement Services Division an additional two copies of both the price lists and applicable illustrated catalogues for each item awarded. If the catalogues submitted contain other materials of categories of chemical supplies, fertilizers, chemical/fertilizer blends and soil additives which are essential for the proper maintenance of the golf courses in addition to those listed, those items may be included in this bid.

PRICE ESCALATION/DE-ESCALATION:

Vendor may request a price increase or decrease if the vendor shows satisfactory proof the Contracting Entity that a price change is justified and beyond the scope of the vendor's control. It is understood that any percentage or discount offered to the City/Trust will remain firm for the duration of the price agreement. However, within 10 days of any approved changes in the price list(s) bid, vendor may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later.

Procurement Services Division
Attn: Thomas Edwards
100 North Walker, 1st Floor
Oklahoma City, OK 73102

DELIVERY Bidders shall specify below their proposed delivery times for both stock and non-stock items. Delivery times should be stated in terms of number of calendar days after receipt of purchase order. C.O.D. deliveries are not acceptable. Freight must be prepaid and added to the invoice. Shipment is to be made the best way as determined by the contracting entity in consultation with the contractor.

Stock items will normally be delivered in 2 days. Non-Stock items will normally be delivered in 7 days.

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Please Note: If a primary awarded vendor cannot supply the stock item/non-stock item in the time deemed necessary, the City reserves the right to purchase the item from other successful vendors awarded items under this contract. If no awarded vendor can supply the item in the time deemed necessary, the City may purchase the item on the open market.

Inside delivery is required at designation. The contractor shall furnish, and bear the cost associated with, any items necessary (forklift, pallets, etc.) to unload the items from the delivery vehicle for delivery to the final storage area.

F.O.B. DESTINATION FOR GOLF COURSES: The contractor shall deliver each item F.O.B. Destination, to the respective golf courses listed below and all other locations within Oklahoma City as specified the by ordering department. C.O.D. deliveries are not acceptable. Freight must be prepaid and added to the invoice. Shipment is to be made the best way as determined by the contracting entity in consultation with the contractor.

FREIGHT CHARGES: The City Of Oklahoma City/Trusts **does not allow separate freight charges** with the invoice submitted for payment of materials. All discounts percentages bid for materials in these specifications must include the coverage of freight charges. Separate freight charges will not be allowed, **except under certain circumstances, where a prior arrangement in writing,** approved by the Purchasing Agent and/or his/her designee, has been entered into between the Contractor and the department/ division of The City of Oklahoma City/Trusts.

Inside delivery is required at the five municipal golf courses, as listed below. The contractor shall furnish, and bear the cost associated with, any items necessary (forklift, pallets, etc.) to unload the items from the delivery vehicle for delivery to the final storage area.

Lincoln Park Golf Course
4001 N.E. Grand Blvd.
Oklahoma City, OK 73111

Lake Hefner Golf Course
4491 S. Lake Hefner Drive
Oklahoma City, OK 73116

Trosper Park Golf Course
2301 S.E. 29th Street
Oklahoma City, OK 73129

Earlywine Golf Course
1600 South Portland Ave.
Oklahoma City, OK 73170

James E. Stewart
824 N. Carverdale
Oklahoma City, OK 73117

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PRICE SCHEDULE SHEET

NOTE: BIDDERS SHALL INDICATE THE DATE/ NUMBER OF CATALOGUE/PRICE LIST BID AND SHALL INDICATE IF THE MAJORITY OF ITEMS BID ARE CARRIED IN-STOCK OR NON-STOCK BY PLACING AN [x] IN THE BOX PROVIDED. FAILURE TO PROVIDE THIS INFORMATION SHALL RESULT IN REJECTION OF YOUR BID.

NOTE: IF YOU ARE BIDDING A WHOLESALE OR RETAIL DISCOUNT/MARK UP PRICE OFF OF YOUR CATALOGUE/PRICE LIST, PLEASE SO INDICATE BY [x] IN THE BOX PROVIDED.

NOTE: IF YOU ARE BIDDING A CERTAIN COLUMN DISCOUNT/MARK UP PRICE OFF OF YOUR CATALOGUE/PRICE LIST, YOU MUST SO INDICATE THE COLUMN THAT YOU ARE BIDDING.

1. AGRICULTURAL CHEMICALS

Brand:

Date/Name/ Number of Catalogue/

Price List Bid:

See Attached Bid List

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

2. AGRICULTURAL CHEMICALS

Brand:

Date/Name/ Number of Catalogue/

Price List Bid:

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

3. AGRICULTURAL CHEMICALS

Brand:

Date/Name/ Number of Catalogue/

LIST LESS _____% DISCOUNT

C
105691

Price List Bid: _____

Column Bid: _____

LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

PRICE SCHEDULE SHEET (CONTINUED)

4. AGRICULTURAL FERTILIZERS

Brand:
Date/Name/ Number of Catalogue/
Price List Bid:
See Attached Bid List

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

5. AGRICULTURAL FERTILIZERS

Brand:
Date/Name/ Number of Catalogue/
Price List Bid:

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

6. AGRICULTURAL FERTILIZERS

Brand:
Date/Name/ Number of Catalogue/
Price List Bid:

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

7. AGRICULTURAL FERTILIZER/CHEMICALS BLENDS

Brand:
Date/Name/ Number of Catalogue/
Price List Bid:
See Attached Bid List

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

8. AGRICULTURAL FERTILIZER/CHEMICALS BLENDS

Brand:

10569C

Date/Name/ Number of Catalogue/
Price List Bid:

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

PRICE SCHEDULE SHEET (CONTINUED)

9. AGRICULTURAL FERTILIZER/CHEMICALS BLENDS

Brand:

Date/Name/ Number of Catalogue/
Price List Bid:

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

10. SOIL ADDITIVES

Brand:

Date/Name/ Number of Catalogue/
Price List Bid:
See Attached Bid List

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

11. SOIL ADDITIVES

Brand:

Date/Name/ Number of Catalogue/
Price List Bid:

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

12. SOIL ADDITIVES

Brand:

Date/Name/ Number of Catalogue/
Price List Bid:

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

13. GOLF COURSE CHEMICALS

Brand:

C
1
0
5
6
9
C

Date/Name/ Number of Catalogue/
Price List Bid:
See Attached Bid List

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

Column Bid: _____

PRICE SCHEDULE SHEET (CONTINUED)

14. GOLF COURSE CHEMICALS

Brand:
Date/Name/Number of Catalogue/
Price List Bid:

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

Column Bid: _____

15. GOLF COURSE CHEMICALS

Brand:
Date/Name/Number of Catalogue/
Price List Bid:

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

Column Bid: _____

16. GOLF COURSE FERTILIZERS

Brand:
Date/Name/Number of Catalogue/
Price List Bid:
See Attached Bid List

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

Column Bid: _____

17. GOLF COURSE FERTILIZERS

Brand:
Date/Name/Number of Catalogue/
Price List Bid:

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

Column Bid: _____

18. GOLF COURSE FERTILIZERS

Brand:
Date/Name/Number of Catalogue/

LIST LESS _____% DISCOUNT

10569C

Price List Bid: _____

Column Bid: _____

LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

PRICE SCHEDULE SHEET (CONTINUED)

19. GOLF COURSE FERTILIZER/CHEMICALS BLENDS

Brand:
Date/Name/Number of Catalogue/
Price List Bid:
See Attached Bid List

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

20. GOLF COURSE FERTILIZER/CHEMICALS BLENDS

Brand:
Date/Name/Number of Catalogue/
Price List Bid:

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

21. GOLF COURSE FERTILIZER/CHEMICALS BLENDS

Brand:
Date/Name/Number of Catalogue/
Price List Bid:

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

22. GOLF COURSE SOIL ADDITIVES

Brand:
Date/Name/Number of Catalogue/
Price List Bid:
See Attached Bid List

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

23. GOLF COURSE SOIL ADDITIVES

Brand:
Date/Name/Number of Catalogue/
Price List Bid:

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []

C
6
9
9
1

Column Bid: _____

RETAIL [] WHOLESALE []

PRICE SCHEDULE SHEET (CONTINUED)

24. GOLF COURSE SOIL ADDITIVES

Brand:
Date/Name/Number of Catalogue/
Price List Bid:

Column Bid: _____

LIST LESS _____% DISCOUNT
LIST PLUS _____% MARK UP
IN-STOCK [] NON-STOCK []
RETAIL [] WHOLESALE []

NOTE: IF BIDDERS ARE BIDDING ADDITIONAL CATALOGUES/PRICE LISTS FOR GOLF COURSE CHEMICALS; FERTILIZERS; FERTILIZER/ CHEMICAL BLENDS AND/ OR SOIL ADDITIVES. THE VARIOUS TYPES AND BRANDS SHALL BE ATTACHED ON A SEPARATE SHEET AT THE END OF THE PRICE SCHEDULE SHEET.

PRODUCT	CITY'S COST
ABOUND GALLON	260.01
ACQU-QUSET 2.5 GALLON	68.89
AD-SPRAY 2.5 GALLON	34.38
AGROTAIN 2.5 GAL	85.60
ALLEGICUS GALLON	238.34
ALLEGON GALLON	23.13
ALLETTE SIGNATURE 5.5#	105.93
ALLETTE WDG 5#	92.29
ALLETTE WDG 5.5#	101.52
AQUA-NEAT 2.5 GAL	67.55
AQUA-SHADE GAL.	29.69
ARENA 2.5 LBS	492.20
ASANA XL GAL	95.23
ASSET RTU 2.5 GALLON	51.56
ATRIMEC QT.	73.03
ATRAZINE 2.5 GALLON	42.80
AVID QUART	248.24
BANNER MAXX GALLON	337.05
BANOL GALLON	395.90
BANVEL + 2.4-D 2.5 GALLON	56.18
BARRICADE GALLON	215.07
BARRAGE 2.5 GALLON	74.23
BARRICADE WP 10#	321.00
BARRICADE WP 3#	109.56
BASAGRAN GAL	90.15
BAYLETON 50 (4 X 5.5 OZ.)	122.25
BAYLETON 25# GRANULAR	54.84
BENSUMEC 2.5 GALLON	179.23
CAMPAIGN 2.5 GALLON	62.86
CAPTURE GALLON	173.34
CERTAINTY 5 OZ	370.76
CLEAR CARBON 25#	30.76
COMPASS 1 LB.	372.90
CONFRONT GALLON	121.45
CORON 14-2-14+T/E 2.5 GAL	23.44
CORON 18-3-6 2.5 GALLON	26.69
CORON 28-0-0 2.5 GALLON	25.25
CORSAIR 2 OZ.	65.87
CROP OIL 2.5 GALLON	25.00
CROSSBOW GALLON	55.11
CUPRO 2005 3#	13.64
CUPALAN EG 44OZ.	32.90
CUTLESS 50W (4 X 8OZ)	278.20
CUTRINE PLUS GALLON	18.73
CUTRINE PLUS GRANULAR 30#	46.55

PRODUCT	CITY'S COST
DACONIL 5% GRANULAR 25#	28.09
DEL TAGUARD GALLON	204.37
DEMAND QT	128.40
DEMON MAXX GALLON	76.93
DEVIRINOL 4#	40.45
DIMENSION ULTRA WP	136.69
DIMENSION 2.5 GALLON	284.89
DIMENSION 30 GALLON	2897.03
DISMISS 2 OZ	44.94
DISMISS PT	146.06
DITHANE 2.5 GAL	38.12
DITHANE 12#	27.61
DIURON 5#	18.56
DRIVE 1#	78.65
DURSBAN PRO 2 GAL.	101.12
DURSBAN 28 OZ	22.13
DYLOX 6.2 G 30#	28.25
DYLOX 80 5#	53.98
DYNE-AMIC 2.5 GALLON	120.31
EAGLE (4 X 12OZ)	47.64
ECE-XK 5 GALLON	169.25
ECHOLON GALLON	272.85
ELEMAX CALCIUM 2.5 GAL	68.78
ELEMAX MANGANESE 2.5 GAL	78.56
ELEMAX PHOS.K 2.5 GAL	119.38
ELEMAX 0-40-0 5 GAL.	75.59
ELEMAX 4-30-20 5 GAL	110.25
ESTECOL 5 GALLON	209.94
FERRONEC 2.5 GALLON	180.83
FERRONEC 30 GALLON	20.74
FINAL E 2.5 GALLON	192.60
FLINT 20 OZ	167.19
FLOREL GALLON	211.86
FOAM BUSTER PINT	34.78
FORE T&O 6#	10.63
FUSILADE T & O QT	40.13
FYFANON GALLON	54.04
GALLERY 1#	22.47
GOAL 2.5 GAL	137.23
GOPHER BAIT 50#	213.34
GRAMOXONE 2.5 GAL	90.95
GREEN GIANT DYE GALLON	75.57
GREEN LAWNGER 2.5 GAL	44.73
GROUNDLED 2.5 GAL	82.93
GYPSUM GREENS GRADE	32.77
	4.92

PRODUCT	CITY'S COST
HL-LITE DYE QUART	11.41
HL-LITE DYE GALLON	33.97
HL-LITE 2.5 GALLON	82.25
HL-LITE DYE 30 GALLON	858.68
HONCHO PLUS 2.5 GALLON	85.00
HONCHO PLUS 30 GALLON	1020.00
HYDRA HUME 50#	43.75
HYDRA HUME PLUS 5 GAL.	53.13
HYVAR XL GALLON	76.51
ILLOXAN GALLON	146.59
INDUCE GALLON	25.00
INDUCE 2.5 GALLON	57.81
INDUCE 30 GALLON	637.50
INDUCE PH 2.5 GALLON	80.48
INTERACTIVE 2.5 GALLON	48.21
JUNCTION 6#	59.39
KERB 3#	109.94
KOCIDE 2000 3#	12.84
KROVAR 6#	75.11
LIME DOLOMITE GREENS 50#	4.96
LIME H-CAL GREENS 50#	4.49
LY6 2.5 GAL	46.81
MACH 2 33.3#	29.16
MACH 2.5 GALLON	254.13
MALATHION GALLON	22.47
MALATHION 2.5 GAL	60.19
MARATHON 2 250ml	224.70
MAXFORCE 10 OZ	9.63

CG501

PROPRIETARY ITEMS

PRODUCT	CITY'S COST
MEDALLION 8 OZ	131.34
MERIT .5G 30#	52.32
MERIT 75 WSP	98.44
MSMA PLUS 6 GALLON	21.40
MSMA PLUS 6 2.5 GALLON	48.15
MSMA PLUS 30 GALLON	481.50
N-TURF GREEN 2.5 GAL	20.06
NAL CONTROL QUART	6.88
NEMACUR 2.5 GAL	238.08
ONYX QT.	96.03
ORNAMEC GALLON	95.80
ORTHENE 1#	13.91
ORTHENE 10#	107.00
OUST XP 3#	374.50
OUST EXTRA 4#	616.32
PENDULUM AQUA-CAP 2.5 GAL	117.70
PENDULUM 2.5 GALLON	80.25
PENDULUM 30 GALLON	963.00
PENDULUM 2G 40#	42.80
PENDULUM WDG 10#	90.95
PENNANT GALLON	174.14
PENTATHALON 2.5 GALLON	43.47
PERMETHRIN PRO 1.25 GL.	95.23
POAST PLUS 2.5 GALLON	135.09
POINT BLANK QT	41.25
POWER BELLS	20.33
PRAMITOL 5E 25#	53.50
PRE-SAN 7G 40#	75.33
PREVAIL GALLON	100.58
PRIMO GALLON	422.65
PRISTINE 100 OZ	267.50
PRO-GIBB QT	42.69
PROGRASS 2.5 GALLON	301.61
PRO-MATE BLUE INDICATOR GAL	32.50
PRO-MATE BLUE DYE 30 GAL	862.50
PROMATE IRON 5% 2.5 GAL	15.63
PROMATE LAKE COL ORANT	21.90
PROMATE DYE WSP (40 x 1 PKG)	150.00

PRODUCT	CITY'S COST
PROSTAR 70 WP 1#	47.17
Q4 GALLON	86.67
Q4 2.5 GALLON	216.27
QUEST 2.5 GALLON	46.81
QUICK SILVER 8 OZ	112.08
RALLY 20 OZ.	74.90
REMEDY GALLON	90.95
REMEDY 2.5 GALLON	195.28
REMIT 5 GALLON	250.00
REVOLVER QT	183.51
REWARD GALLON	109.87
RODEO 2.5 GALLON	103.66
RONSTAR G 50#	80.25
RONSTAR 60 WSP (2 X 1#)	44.41
ROUND-UP PRO DRY BOX	6.90
ROUND-UP PRO DRY 6.9#	67.19
ROUND-UP PRO GALLON	85.07
ROUND-UP PRO QUART	16.05
ROUND-UP PRO 2.5 GALLON	104.33
ROUND-UP QUICK PRO 6.8#	84.00
ROUND-UP QUICK PRO BOX	9.36
ROUND-UP QUICK PRO SINGLES	1.93
RUBIGAN GALLON	304.42
SAHARA 10#	96.30
SAPONYV GALLON	78.05
SCIMITAR QT	118.77
SEEDGEHAMMER 9 GRM	6.42
SEEDGEHAMMER 1.3 OZ	79.18
SELECT 2EC GALLON	178.55
SENCOR 75 5#	198.65
SETHOXDUM E PRO GALLON	90.95
SEVIN SL 2.5 GALLON	86.14
SEVIN 80 S 5#	34.78
SEVIN 80 S 10#	59.92
SIMAZINE 4L 2.5 GALLON	50.83
SNAPSHOT 50#	89.88
SOLICAM 10#	181.90
SONATA 2.5 GAL	48.15
SPEEDZONE 2.5 GAL	141.78
SPIKE 25#	209.99
SPECTRO 90 5#	78.91
SPOTRETE 2.5 GAL.	78.91
SPRINT 50#	187.25
SUBDUE GALLON	634.78
SUBDUE 25#	90.95
SURFLAN T&O 2.5 GALLON	168.53
SURGE GALLON	39.59
SURGE 2.5 GALLON	91.75

PRODUCT	CITY'S COST
SUSPEND SC PT.	32.10
TALPRID 20 CT.	32.10
TALSTAR 50#	28.36
TALSTAR ONE QT	35.85
TALSTAR PRO PT	16.05
TALSTAR PRO QT	29.43
TALSTAR PRO GALLON	90.95
TALSTAR QT.	58.85
TEMPO 240ML	34.24
TEMPO 900ML	105.93
TEMPO 20 PVA (4 X 220GRM)	33.17
TEMPO 420 GRM	52.16
TENN-COP 2.5 GAL	49.72
TERRACHLOR 75 WP 5#	33.17
THIRAM 5 GALLON	144.45
TOPCHOICE 50#	159.97
TORDON 22 K 2.5 GALLON	245.44
TORDON QT.	11.24
TRIMEC PLUS GALLON	34.29
TRIMEC PLUS QUART	10.70
TRIMEC PLUS 2.5 GALLON	94.37
TRIMEC CLASSIC GALLON	24.61
TRIMEC SOUTHERN QUART	13.64
TRIMEC SUPER GALLON	52.54
TRIMEC 992 2.5 GAL	53.50
TRIMEC 992 30 GAL	642.00
TRIMEC TURF ESTER 2.5 GAL	85.60
TRIMMET GALLON	412.32
TUPERSAN 4#	77.04
TURFLON GALLON	116.90
TURF MARK GREEN 2.5 GAL	77.58
VELOCITY 2 OZ	774.68
WEED IMPEDE QT	36.38
WEED IMPEDE GALLON	90.95
WEEDAR GALLON	14.98
WEEDAR 2.5 GALLON	30.76
WHITTEGOLD 50#	32.10
WIPEOUT QUART	11.90
XL 2G 50#	42.80
ZERO ICE 50#	11.09
CHIPCO 26 GT FLO 2.5 GALLON	329.03
CHIPCO 26019 WP 2#	64.74
3336 WP 2#	43.34
3336 GRANULAR GG 50#	89.86
3336 2.5 GAL.	399.91

C96501

PROPRIETARY ITEMS

Schnatz Seed Co.

OKC GOLF COURSE BID
2008-2009

GENERIC PRODUCTS	CITY'S COST	BRAND NAME
ECHO ZN 2.5 GAL	102.55	DACONIL ZN
ECHO 720 2.5 GAL	133.70	DACONIL WEATHER STIK
ECHO DF 5#	31.55	DACONIL 90
ECHO PRO JUG	168.00	DACONIL + BANNER MAXX
IMIDI PRO 20 OZ.	102.77	MERIT
IPRODIONE E PRO 2.5 GALLON	262.50	28GT
PROPENSITY 2.5 GALLON	525.00	BANNER MAXX
MEFONOXAM GALLON	403.00	SUBDUE
RESOL UTE 5#	89.88	BARRICADE 65WG
TM+CTN 66.6 WDG 5#	63.00	3336 + DACONIL
T-METHYL E PRO 2.5 GAL	287.00	3336
T-PAC PRO GALLON	329.00	PRIMO

MISC. PRODUCT	CITY'S COST
CASCADE 2.5 GALLON	180.00
CASCADE GRANULAR 40#	84.00
CASCADE EZ TABS	198.75
DUPLEX 20 GALLON	422.95
DUPLEX 2.5 GALLON	71.75
JET BLACK EX PACKS (6 PACK) POND DYE	57.00
MAGNUS 2.5 GALLON	143.00
NEW BALANCE GALLON	24.05
SYNC PT	20.00
TRUE BLUE GALLON POND DYE	38.25
TRUE BLUE EZ PACK (6 PACK) POND DYE	56.75

ADDITIONAL FERTILIZERS	CITY'S COST
WE CAN BLEND ANY ANALYSIS BULK AND MOST BLENDS BAGGED.	CALL FOR BID PRICING.
21-0-0-24S	CALL FOR BID
46-0-0	CALL FOR BID
17-6-6+1/E	CALL FOR BID
20-5-10-5FE	CALL FOR BID
32-3-8-2FE 30%SCU	CALL FOR BID
34-0-0	CALL FOR BID

096501

ZACKROAT SEED Co.
1106 N.L. K. Ave.
OKC, OK 73117

FILED

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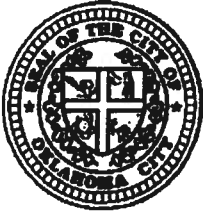
CITY OF
OKLAHOMA CITY, OKLA
OFFICE OF
CITY CLERK

C96501

OFFICE OF THE CITY CLERK
200 N. WALKER
OKC, OK 73102

BID # 96011

OPEN DATE : JUL 8, 2008 10:00 AM



The City of Oklahoma City Bid Committee

BID OPENING DATE: 7-8-08
BID NUMBER: 96011
NAME OF BIDDER: Eckroat Co.

C 69501

PROCUREMENT POTENTIAL DEFECT SHEET

During the above bid opening, the Bid Committee noted the following potential defect(s) in the attached bid. Please contact your legal representative.

[X] NO APPARENT DEFECTS

BID/PRICING AGREEMENT/ CONTRACT FORM:

- [] Not included or incomplete
[] Not signed or original
[] Request Letter of Authorization

BID BOND:

- [] Bond Missing
[] Bond in insufficient amount
[] Incorrect Awarding Agency
[] Not signed or original

ANTICOLLUSION AFFIDAVIT:

- [] Not included
[] Not signed or original
[] Not properly notarized
[] Text has been altered

OTHER DEFECTS:

- [] _____
[] _____
[] _____
[] _____

THE BID COMMITTEE DOES NOT REJECT OR ACCEPT BIDS. The noting, announcing or failure to note and announce any potential defect at the bid opening is not conclusive of the validity, regularity, completeness or legality of any bid. THE ORIGINATING DEPARTMENT SHALL CAREFULLY EXAMINE AND EVALUATE ALL OPENED BIDS. The Department shall note any defects in any bid. A memorandum to the Council listing all bids opened, noting any defects and recommendations will be prepared by the originating department.

Thomas Townsend 8-9-08
Verified and Dated by Buyer

[Signature]
Bid Committee Designee

