

**MEMORANDUM**

**TO: Judge Robert Hebert  
County Judge**

**FROM: Debbie Kaminski  
Assistant Purchasing Agent**

**SUBJECT: Please sign the attached contract approved in Commissioners Court  
on 09/08/09. Thank you.**

**DATE: September 16, 2009**

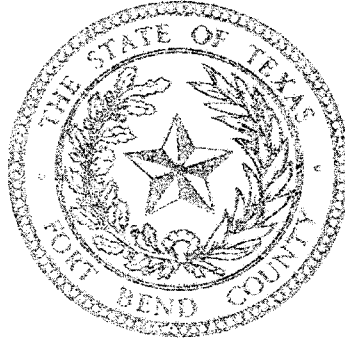
**RETURN TO: Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg**

COUNTY JUDGE  
RECEIVED  
SEP 21 2009

*For [unclear]  
[unclear]*

9-30-09 orig. ret. to Cheryl at Purchasing

**Fort Bend County, Texas  
Invitation for Bid**



**Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals  
for Fort Bend County  
BID 10-020**

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Thursday, August 13, 2009  
1:30 PM (Central)

**MARK ENVELOPE:**

BID 10-020  
Weed, Brush & Insect Control Chemicals

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME SPECIFIED.  
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.  
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED  
UNOPENED.***

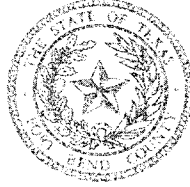
Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kaminsk@d@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or  
Fax:281-341-8645

Prepared: 07/13/09  
Issued: 07/29/09

8/13

**Fort Bend County Specification Download Acknowledgment**



**Invitation for Bid  
Term Contract for Weed, Brush and Insect Control Chemicals  
BID 10-020**

**VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645**

**Vendor Responsibilities:**

- Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

CWC CHEMICAL, INC.  
214 SIMMONS DRIVE  
CLOVERDALE, VA 24077  
(540) 992-5766

Legal Name of Contracting Company

Contact Person Larry Sharpe

Complete Mailing Address

Telephone Number 800-380-9903 Facsimile Number 540-992-5601

Email Address www.CWC-CHEMICAL.COM

Signature [Signature] Date 8/4/09

Date/Time: Aug. 4. 2009 10:09AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
0041	Memory TX	12813418645	P. 1	OK	

Reason for error

1) Hang up or line fail	E. 2) Busy
2) No answer	E. 4) No facsimile connection
3) Exceeded max. E-mail size	

8/13

**Fort Bend County Specification Download Acknowledgment**



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CWC CHEMICAL, INC.  
214 SIMMONS DRIVE  
CLOVERDALE, VA 24077  
(540) 992-5766

Legal Name of Contracting Company \_\_\_\_\_

Contact Person Lana Shores

Complete Mailing Address \_\_\_\_\_

Telephone Number 800-330-9903 Facsimile Number 540-992-5601

Email Address www.CWC-CHEMICAL.COM

Signature [Signature] Date 8/4/09

Fort Bend County Bid 10-020

CWC CHEMICAL, INC.  
214 SIMMONS DRIVE  
CLOVERDALE, VA 24077  
(540) 992-5766

Legal Name of Contracting Company



Federal ID Number (Company or Corporation) or Social Security Number (Individual)

800-380-9903

Telephone Number

540-992-5601

Facsimile Number

ABOVE

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

LARRY E. SHARPE, President

Authorized Representative and Title (printed)

WWW.CWC-CHEMICAL.COM or CWCHEMICAL@AOL.COM

Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: LES

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: LES

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: LES

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: LES

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: LES

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: LES

- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

**2.0 TERMS AND CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: LEJ

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: LES

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: LES

- 2.21 **Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide weed, brush and insect control chemicals as specified herein.

Initials of Bidder: LES

**4.0 PERIOD OF CONTRACT:**

This contract is for the period **1 October 2009 through 30 September 2010**, renewable annually for four (4) years (through 30 September 2014) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

**5.0 BID FORM COMPLETION:**


**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet.** The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

**6.0 DELIVERY:**

- 6.1 Delivery within five (5) working days is required, unless otherwise specified at time of order.
- 6.2 Items ordered from this bid must be delivered to various locations throughout Fort Bend County. Manufacturer Safety Data Sheets (MSDS), for each type material ordered, must accompany each delivery.
- 6.3 All orders for materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.
- 6.4 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent. Fort Bend County will not pay for unauthorized substitutions and the product(s) will be returned at the vendor's expense.
- 6.5 Vendor will not deliver products or services in excess of those authorized and under no circumstances will Fort Bend County be liable for payment of products or services, which exceed the amounts authorized by the purchase order.

**7.0 BID AWARD:**

This contract will be awarded to the lowest and best bid per item.

Initials of Bidder: 

**8.0 POINT OF CONTACT:**

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

**9.0 REQUIRED MATERIALS:**

- 9.1 Enter "No Bid" or draw a line as applicable.
- 9.2 No Alternates: Alternates will not be considered.
- 9.3 Indicate price for each size of container bidding.
- 9.4 Indicate if returnable containers. If available in returnable containers, bidder is responsible for pickup of containers.

Initials of Bidder: LES

Item #1: 2,4-D Amine Full aquatic

Weedar 64

Price Per Gallon

250 gm T DFE

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	18.48/gal			18.50/gal			18.50/gal
Min Order	NONE			NONE			NONE
Returnable							yes

Item #2: 30+30 (Permethrin 30% Piperonyl butoxide 30%)

Price per Gallon

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							

Item #3: Altosid Briquets (Mosquito larvicide and pupicide)

Price per Carton

	Carton	Unit of Issue
Price		
Minimum Order		

Item #4: Altosid XR (Mosquito larvicide and pupicide)

Price per Carton

	Carton	Unit of Issue
Price		
Minimum Order		

Initials of Bidder: LES

**Item #5: Aqualuer 20-20 or equivalent**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							
Brand							

**Item #6: Arsenal POWERLINE**

**Price per Gallon**

250 - TOTAL

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	172.80/gal		172.80/gal			172.80	
Min Order	0		0			0	
Returnable			yes			yes	

**Item #7: Arsenal EUP, Habitat (Aquatic)**

**Price per Gallon**

250 TOTAL

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	159.80/gal		159.80/gal			159.80/gal	
Min Order	0		0			0	
Returnable			yes			yes	

**Item #8: Big Foot Dye SS**

**Price per Quart**

	1 Quart	Other (State Size)
Price		
Minimum Order		

**Item #9: Das Diuron 4L**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	21.40/gal						
Min Order	0						
Returnable							

**Item #10: Dupont Landmark Herbicide**

**Price per Pound**

8x 4# BOTTLE

	1 lb Container	5 lb Container	Other (State Size)
Price			127.98/lb
Minimum Order			<del>4#</del> 4#

LES

**Item #11: Dupont Oust Extra**

**Price per Pound**

By THE OUNCE up to 4# container

	4 lb Container	25 lb Container	Other (State Size)
Price	69.48/lb		4.34/oz
Minimum Order	4#		4oz

**Item #12: Envirotech Mineral Oil-Grade 13T, BUA 13, or any equivalent EPA registered formation oil approved for ULV application**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							

**Item #13: Escort**

**Price per Ounce**

ORDER BY THE OZ  
UP TO 4# 1506

	1 oz Container	16 oz Container	Other (State Size)
Price		# 8.00/oz	7.50/oz
Minimum Order		16 oz	4 oz

**Item #14: Evoluer 4-4 ULV (Permethrin 4% Piperonyl butoxide 4%) or Equal**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	<del>7.11</del> (LES)						
Min Order							
Returnable							
State Brand							

**Item #15: Finale**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							

**Item #16: Garlon 3A**

**Price per Gallon**

250

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	71.48/gal		68.00/gal	71.48/gal		68.00/gal	
Min Order	NONE		135 gal	NONE		NONE	
Returnable			yes			yes	

Initials of Bidder: (E)

**Item #17: Garlon 4**

**Price per Gallon**

250 gal

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	86.98/gal		84.98	86.98/gal		84.98	
Min Order	None		135 gal	None		None	
Returnable			yes			yes	

**Item #18: Glyphosate 41% +7.5% surfactant**

**Price per Gallon**

RAZOR PRO

250 TONS

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	16.48/gal			16.48/gal		16.28	
Min Order	None			None		None	
Returnable							
Brand	RAZOR PRO - NuFarm						

**Item #19: Glyphosate 41% +14% surfactant**

**Price per Gallon**

250 TONS

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	27.88/gal		27.00/gal	27.88/gal		27.00/gal	
Min Order			135 gal				
Returnable			yes			yes	
Brand	ACCORD XRT II - Dow Agro						

**Item #20: Glyphosate 53.8% No surfactant**

**Price per Gallon**

*150 gal TOE*

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price			25.50/gal			25.50/gal	
Min Order			NONE			NONE	
Returnable			yes			yes	
Brand	AQUAMASTER - MONSANTO						

**Item #21: MSMA 6 Plus 47.60% Active**

**Price per Gallon**

*275 gal Bulk*

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	21.00/gal					20.50	
Min Order	36 cases					NONE	
Returnable						yes	

**Item #22: Milestone VM**

**Price Per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	294.20/gal		285.00/gal				
Min Order	NONE		135 gal				
Returnable			yes				

**Item #23: Mosquitomist One ULV**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							

Initials of Bidder: LEJ

**Item #24: Out Rider**

**Price per Ounce**

	20 oz Container	Other (State Size)
Price	244.80 / container	
Minimum Order	None	

**Item #25: Plateau**

**Price per Gallon**

250 TOTE

	1 gallon Container	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	Bulk State Size	Other State Size
Price	197.40/gal	197.40/gal		197.40/gal		182.40/gal	
Min Order	None	None		None		None	
Returnable				yes		yes	

**Item #26: Pro-Mate Accuracy 30%**

**Price per Quart/Gallon**

	1 quart Container	1 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							

**Item #27: Pyrenone 25-5 (Pyrethrins 5% Piperonyl butoxide 25%)**

**Price per Gallon**

	1 gallon Container	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							

**Item #28: Rodeo Herbicide**

**Price per Gallon**

250 TWE

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	26.88/gal		26.00/gal	26.88/gal		26.00/gal	
Min Order			135 gal				
Returnable			yes			yes	

**Item #29: Roundup Pro Concentrate**

50.2% isopropylamine salt of glyphosate complete with performance technology surfactant

**Price per Gallon**

150 TWE

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	39.68/gal		38.00/gal			38.00/gal	
Min Order			None			None	
Returnable			yes			yes	

**Item #30: Roundup Pro Herbicide**

N/A

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							

**Item #31: Sahara DG Herbicide**

**Price per Pound**

	2 lb Container	10 lb Container	40 lb Container	Other (State Size)
Price		8.82/lb	8.82/lb	
Minimum Order		None	None	
Returnable				

**Item #32: Scourge**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							

**Item #33: Skeeter Abate 5% (Mosquito larvicide and pupicide) or equivalent**

**Price per pound:**

	44 lb. Container	Other (State Size)
Price		
Minimum Order		
Brand		

**Item #34: Surfactant-Load 60% HLB ratio: 12 Antifoam index: 3**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							
Brand							

**Item #35: Surfactant Nonionic Sufactant load 70% HLB ratio: 12 Antifoam index: 3**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							
Brand							

Initials of Bidder: LEJ

**Item #36: Surfactant Nonionic Surfactant load 70% HLB ratio: 12 Antifoam index: 3  
Approved for Aquatic applications**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							
Brand							

**Item #37: Surfactant Nonionic Active ingredient: 96% Poly-1-p menthene**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							
Brand							

**Item #38: Tordon K**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	88.98/gal		86.00/gal	88.98/gal		86.00/gal	
Min Order			135 gal			NONE	
Returnable			yes			yes	

250 TOTAL

**Item #39: VectoBac 12AS or Equal**

**Biological larvicide Aqueous suspension 1.279 billion ITU per liter 1.2%**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							
State Brand							

**Item #40: Velpar-L**

**Price per Gallon**

	1 gallon Container	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	Bulk State Size	Other State Size
Price	61.48/gal	61.48/gal		61.48/gal			
Min Order				135 gal			
Returnable				yes			

**Item #41: Duet by Clarke Mosquito Control**

**Price per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price							
Min Order							
Returnable							
State Brand							

CONTRACT SHEET

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 15<sup>th</sup> day of September, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and CWC Chemical, Inc.  
(company name)  
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Weed, brush and insect control materials** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 23 day of September 2009.

By: Robert Hebert  
Fort Bend County, Texas  
County Judge

By: Liz Justice  
Signature of Contractor

By: Liz Justice, Office Mgr.  
Printed Name and Title