

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contract(s) approved in Commissioners Court
on September 14, 2010. Thank you.

DATE: October 5, 2010

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

→ Clerk 10/8/10

COUNTY JUDGE
RECEIVED
OCT 06 2010

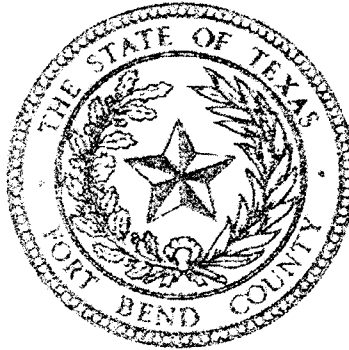
9/14/10

236

Bid 11-011

10-8-10 12 contracts 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 11-011***

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 26, 2010
1:30 PM (Central)**

MARK ENVELOPE:

**BID 11-011
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@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax:281-341-8645**

**Prepared: 07/29/10
Issued: 08/11/10**

Vendor Information

ALLIGARE LLC
Legal Name of Contracting Company

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

334-364-0315 334-741-9395
Telephone Number Facsimile Number

13 N. 8th St.
Complete Mailing Address (for Correspondence)

OPELIKA, AL 36801
City, State and Zip Code

PO Box 967
Complete Remittance Address (if different from above)

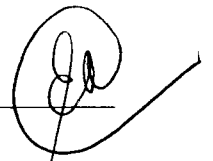
OPELIKA AL 36801
City, State and Zip Code

ELAINE Azzarano Bid Specialist
Authorized Representative and Title (printed)

eazzarano@alligarellc.com
Authorized Representative's Email Address

Elaine Azzarano
Signature of Authorized Representative

Initials of Bidder: _____



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



- 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



- 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



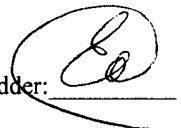
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed 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: _____



- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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:



- 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.

Initials of Bidder:



- 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:



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: 

- 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.

Initials of Bidder:



- 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:



- 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 effect 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



4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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 [kaminsk@co.fort-bend.tx.us](mailto: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

A handwritten signature or set of initials in black ink, consisting of a large, stylized 'E' followed by a smaller 'd' or similar character, all enclosed within a circular loop.

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

ALLIGARE 2,4-D AMINE

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	\$11.45/GAL	NO BID	NO BID	\$11.45/GAL	NO BID	NO BID	NO BID
Min Order	2 X 2.5 GAL			1-30 GAL			
Returnable	NO			NO			

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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


Price per Carton

	Carton	Unit of Issue
Price	NO BID	—
Minimum Order		

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

Price per Carton

	Carton	Unit of Issue
Price	NO BID	—
Minimum Order		

Initials of Bidder: 

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
Brand							

Item #6: Arsenal

ALLIGARE IMAZAPYK 2SL

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	\$52.00/GAL	NO BID	NO BID	\$52.00/GAL	NO BID	NO BID	NO BID
Min Order	2X2.5 GAL			1-30 GAL			
Returnable	NO			NO			

Item #7: Arsenal EUP, Habitat (Aquatic)

ALLIGARE ECOMAZAPYK 2SL

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	\$55.00/GAL	NO BID	NO BID	\$55.00/GAL	NO BID	NO BID	NO BID
Min Order	2X2.5 GAL			1-30 GAL			
Returnable	NO			NO			

Item #8: Big Foot Dye SS**Price per Quart**

	1 Quart	Other (State Size)
Price	NO BID	—
Minimum Order		

Initials of Bidder:



Item #9: ~~Das-Diuron 4L~~ *DIURON 4L - Mana*

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	<i>\$19.25/GAL</i>	<i>NO BID</i>	<i>NO BID</i>	<i>\$19.25/GAL</i>	<i>NO BID</i>	<i>\$19.25/GAL</i>	<i>NO BID</i>
Min Order	<i>2x2.5 GAL</i>			<i>1-30 GAL</i>		<i>1-270 GAL</i>	
Returnable	<i>NO</i>			<i>NO</i>		<i>NO</i>	

Item #10: Dupont Landmark Herbicide

Price per Pound

	1 lb Container	5 lb Container	Other (State Size)
Price	<i>NO BID</i>	<i>NO BID</i>	<i>NO BID</i>
Minimum Order			

Item #11: ~~Dupont Oust Extra~~ *ALLIGARE SFM Extra*


Price per Pound

	4 lb Container	25 lb Container	Other (State Size)
Price	<i>\$35.00 /lb.</i>	<i>NO BID</i>	<i>NO BID</i>
Minimum Order	<i>8x4 lb.</i>		

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	<i>NO BID</i>	<i>NO BID</i>	<i>NO BID</i>	<i>NO BID</i>	<i>NO BID</i>	<i>NO BID</i>	<i>NO BID</i>
Min Order							
Returnable							

Initials of Bidder: 

Item #13: ~~Escort~~ ALLIGATOR MSM 60

Price per Ounce

	1 oz Container	16 oz Container	Other (State Size)
Price	NO BID	\$3.45/oz	\$3.45/oz
Minimum Order		8 x 16 oz.	8 x 8 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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #16: ~~Carlon 3A~~ ALLIGATOR TRILLOPYR 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	\$39.95/GAL	NO BID	NO BID	\$39.95/GAL	NO BID	\$39.95/GAL	NO BID
Min Order	2 x 2.5 GAL			1-30 GAL		1-265 GAL	
Returnable	NO			NO		NO	

Initials of Bidder:

Item #17: ~~Garlon 4~~ ALLIGARE TRICLOPYR 4

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	\$45.10/GAL	NO BID	NO BID	\$45.10/GAL	NO BID	NO BID	\$45.10/GAL
Min Order	2x2.5GAL			1-30GAL			4x1GAL
Returnable	NO			NO			NO

Item #18: Glyphosate 41% +7.5% surfactant ALLIGARE glyphosate 4 PLUS

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	\$10.30/GAL	NO BID	NO BID	\$9.95/GAL	NO BID	\$9.95/GAL	NO BID
Min Order	2x2.5GAL			1-30GAL		1-250GAL	
Returnable	NO			NO		NO	
Brand	ALLIGARE glyphosate 4 PLUS						

Item #19: Glyphosate 41% +14% surfactant ALLIGARE glyphosate 4 PLUS

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	\$10.30/GAL	NO BID	NO BID	\$9.95/GAL	NO BID	\$9.95/GAL	NO BID
Min Order	2x2.5GAL			1-30GAL		1-250GAL	
Returnable	NO			NO		NO	
Brand	ALLIGARE glyphosate 4 PLUS						



Item #20: Glyphosate 53.8% No surfactant**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	\$12.25/gal	NO BID	NO BID	\$12.25/gal	NO BID	\$12.25/gal	NO BID
Min Order	2 x 2.5 gal			1-30 gal		1-250 gal	
Returnable	NO			NO		NO	
Brand	Allstate Glyphosate 54						

Item #21: MSMA 6 Plus 47.60% Active**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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #24: Out Rider**Price per Ounce**

	20 oz Container	Other (State Size)
Price	NO BID	NO BID
Minimum Order		

Item #25: ~~Plateau~~ ALLIGARE PANORAMIC 2SL**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	\$128.15/gal	\$128.15/gal	NO BID	NO BID	\$128.15/gal		\$3225/qt
Min Order	4 x 1 GAL	2 x 2.5 gal			1-30 gal		6 x 1 qt.
Returnable	NO	NO			NO		NO

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #28: ~~Rodeo Herbicide~~

ALLIGARE glyphosate 5.4

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	\$12.25/gal	NO BID	NO BID	\$12.25/gal	NO BID	\$12.25/gal	NO BID
Min Order	2 X 2.5 gal			1-30 gal		1-250 gal	
Returnable	NO			NO		NO	

Item #29: Roundup Pro Concentrate

50.2% isopropylamine salt of glyphosate complete with performance technology surfactant

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #30: ~~Roundup Pro Herbicide~~

ALLIGARE glyphosate 4 PLUS

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	\$10.30/gal	NO BID	NO BID	\$9.95/gal	NO BID	\$9.95/gal	NO BID
Min Order	2 X 2.5 gal			1-30 gal		1-250 gal	
Returnable	NO			NO		NO	

Item #31: ~~Sahara DG Herbicide~~

ALLIGARE MOUTAVE 70 EG

Price per Pound

	2 lb Container	10 lb Container 5 lb Container	40 lb Container	Other (State Size)
Price	NO BID	\$8.00/lb.	NO BID	\$8.00/lb.
Minimum Order		10 X 5 lb.		1-25 lb.
Returnable		NO		NO

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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


	44 lb. Container	Other (State Size)
Price	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
Brand							

Initials of Bidder: 

**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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
Brand							

Item #38: ~~Fordon K~~ ALLIGARE PICLORAM 22K

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	\$49.95/GAL			\$49.95/GAL		\$49.95/GAL	\$49.95/GAL
Min Order	2X2.5GAL			1-30GAL		1-250GAL	4X1GAL
Returnable	NO			NO		NO	NO

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
State Brand							

Initials of Bidder:

Item #42: Opensight by Dow AgroScience.

Price per Ounce

	20 oz Bottle	Other State Size
Price	<i>no Bid</i>	<i>no Bid</i>
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 14 day of September, 20 10, 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 Alligore LLC
(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 _____ day of _____, 20____.

By: Robert Hebert Fort Bend County, Texas
County Judge

By: Elaine Azzarano
Signature of Contractor

By: ELAINE AZZARANO
Printed Name and Title
Bid Specialist

KR ✓
8/11/10 FAXED

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Term Contract for Weed, Brush and Insect Control Chemicals
BID 11-011**

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.

ADAPCO, INC.
Legal Name of Contracting Company

KATHY RUSSELL
Contact Person

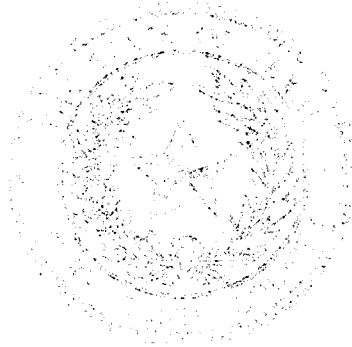
550 AERO LANE, SANFORD, FL 32771
Complete Mailing Address

800-367-0659 866-330-9888
Telephone Number Facsimile Number

BIDS@MYADAPCO.COM
Email Address

Kathy Russell 8/11/10
Signature Date

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



**Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
for Fort Bend County
BID 11-011**

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 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 11-011
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@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 07/29/10
Issued: 08/11/10

Vendor Information

ADAPCO, Inc.

Legal Name of Contracting Company

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

800-367-0659

Telephone Number

866-330-9888

Facsimile Number

550 Aero Lane

Complete Mailing Address (for Correspondence)

Sanford, FL 32771

City, State and Zip Code

PO BOX 850001

Complete Remittance Address (if different from above)

Orlando, FL 32885

City, State and Zip Code

Tom Wells, Vice President

Authorized Representative and Title (printed)

Bids@MYADAPCO.com

Authorized Representative's Email Address

[Handwritten signature]

Signature of Authorized Representative

Initials of Bidder: TW

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: TW

- 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: TW

- 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: TW

- 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: TW

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: TW

- 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.

Initials of Bidder: (W)

- 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: TW

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: TW

- 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.

Initials of Bidder: 10

- 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: Tw

- 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 effect 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: TW

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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: tw

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: TW

Item #1: 2,4-D Amine Full aquatic**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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #2: 30+30 (Permethrin 30% Piperonyl butoxide 30%)**Price per Gallon Perm-X 30-30**

Delivery 2-3 Days ARO

275 GL TOTE

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	\$114.00/gl	\$114.00/gl	NO BID	\$114.00/gl	\$114.00/gl	NO BID	\$114.00/gl
Min Order	2x2.5 gl cs	5 gallon pail	N/A	30 gallon dr	55 gallon dr	N/A	275 gallon tote
Returnable	NO	NO	N/A	NO	NO	N/A	YES

Item #3: Altosid Briquets (Mosquito larvicide and pupicide)**Price per Carton**

Delivery 2-3 Days ARO

	Carton	Unit of Issue
Price	\$408.00/case	400 Briquets per case
Minimum Order	1 case/ 400 Briquets	

Item #4: Altosid XR (Mosquito larvicide and pupicide)**Price per Carton**

Delivery 2-3 Days ARO

	Carton	Unit of Issue
Price	\$651.20/case	220 Briquets per case
Minimum Order	1 case/ 220 Briquets	

Initials of Bidder: TW

Item #5: Aqualuer 20-20 or equivalent**Price per Gallon**

Delivery 2-3 Days ARO

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	\$207.00/gl	\$207.00/gl	NO BID	\$207.00/gl	NO BID	NO BID	NO BID
Min Order	2x2.5 gl cs	2x2.5 gl cs	N/A	30 gl drum	N/A	N/A	N/A
Returnable	NO	NO	N/A	YES	N/A	N/A	N/A
Brand	Aqua-Reslin						

Item #6: Arsenal**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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #7: Arsenal EUP, Habitat (Aquatic)**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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #8: Big Foot Dye SS**Price per Quart**

	1 Quart	Other (State Size)
Price	NO BID	NO BID
Minimum Order		

Initials of Bidder: TW

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #10: Dupont Landmark Herbicide

Price per Pound

	1 lb Container	5 lb Container	Other (State Size)
Price	NO BID	NO BID	NO BID
Minimum Order			

Item #11: Dupont Oust Extra

Price per Pound

	4 lb Container	25 lb Container	Other (State Size)
Price	NO BID	NO BID	NO BID
Minimum Order			

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

Price per Gallon BVA 13

Delivery 2-3 Days ARO

275 GL TOTE

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	NO BID	\$8.89/gl	NO BID	NO BID	\$8.49/gl	NO BID	\$8.29/gl
Min Order	N/A	5 gl pail	N/A	N/A	55 gallon dr	N/A	275 gl tote
Returnable	N/A	NO	N/A	N/A	NO	N/A	NO

Initials of Bidder: TW

Item #13: Escort**Price per Ounce**

	1 oz Container	16 oz Container	Other (State Size)
Price	NO BID	NO BID	NO BID
Minimum Order			

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

Delivery 2-3 Days ARO

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	\$19.94/gl	\$19.94/gl	NO BID	\$19.94/gl	\$19.94/gl	NO BID	\$19.94/gl
Min Order	2x2.5 gl cs	5 gallon pail	N/A	30 gallon dr	55 gallon dr	N/A	275 gallon tote
Returnable	NO	NO	NO	NO	NO	N/A	NO
State Brand	Perm-X UL 4-4	Perm-X UL 4-4	N/A	Perm-X UL 4-4	Perm-X UL 4-4	N/A	Perm-X UL 4-4

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #16: Garlon 3A**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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Initials of Bidder: W

Item #17: Garlon 4

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #18: Glyphosate 41% +7.5% surfactant

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
Brand							

Item #19: Glyphosate 41% +14% surfactant

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
Brand							

Item #20: Glyphosate 53.8% No surfactant

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
Brand							

Item #21: MSMA 6 Plus 47.60% Active

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #24: Out Rider

Price per Ounce

	20 oz Container	Other (State Size)
Price	NO BID	NO BID
Minimum Order		

Item #25: Plateau

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
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	DUE TO PYRETHRIN SHORTAGE PLEASE CALL FOR PRICE AND AVAILABILITY						
Min Order							
Returnable							

Item #28: Rodeo Herbicide

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #29: Roundup Pro Concentrate

50.2% isopropylamine salt of glyphosate complete with performance technology surfactant

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #30: Roundup Pro Herbicide

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #31: Sahara DG Herbicide

Price per Pound

	2 lb Container	10 lb Container	40 lb Container	Other (State Size)
Price	NO BID	NO BID	NO BID	NO BID
Minimum Order				
Returnable				

Item #32: Scourge**Price per Gallon**

Delivery 2-3 Days ARO

Scourge 18-54

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	NO BID	\$406.40/gl	NO BID	\$402.51/gl	\$400.04/gl	NO BID	NO BID
Min Order	N/A	5 gallon pail	N/A	30 gallon dr	55 gallon dr	N/A	N/A
Returnable	N/A	NO	N/A	NO	NO	N/A	N/A

*Scourge 4-12 NO BID *\$103.66/gl NO BID NO BID *\$96.85/gl NO BID 275 GL TOTE
 Item #33: Skeeter Abate 5% (Mosquito larvicide and pupicide) or equivalent *\$95.39/gl

Price per pound:

	44 lb. Container	Other (State Size)
Price	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
Brand							

Initials of Bidder: TW

**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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #39: VectoBac 12AS or Equal**Biological larvicide Aqueous suspension 1.279 billion ITU per liter 1.2%****Price per Gallon Delivery 2-3 Days ARO**

250 GL TOTE

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	\$28.75/gl	\$28.75/gl	NO BID	\$28.75/gl	NO BID	NO BID	\$28.75/gl
Min Order	2x2.5 gl cs	2x2.5 gl case	N/A	30 gallon dr	N/A	N/A	250 gallon tote
Returnable	NO	NO	N/A	NO	N/A	N/A	NO
State Brand	Aquabac XT	Aquabac XT	N/A	Aquabac XT	N/A	N/A	Aquabac XT

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
State Brand							

Initials of Bidder: TW

Item #42: Opensight by Dow AgroScience.

Price per Ounce

	20 oz Bottle	Other State Size
Price	NO BID	NO BID
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 ¹⁴~~23~~ day of ^{September}~~August~~, 2010, 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 ADAPCO, Inc. (company name) (hereinafter designated Contractor).

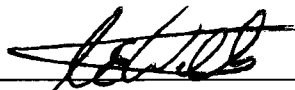
WITNESSETH:

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 _____ day of _____, 20____.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: Tom Wells, Vice President
Printed Name and Title

Fort Bend County Specification Download Acknowledgment

***Invitation for Bid
Term Contract for Weed, Brush and Insect Control Chemicals
BID 11-011***

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.

B&G Target

Legal Name of Contracting Company

Mike Nichols

Contact Person

1225 N. Post Oak Rd., Houston, TX 77055

Complete Mailing Address

(800) 901-9746, (713) 682-4411

Telephone Number

(713) 682-4374

Facsimile Number

mnichols @ Agchem.com

Email Address

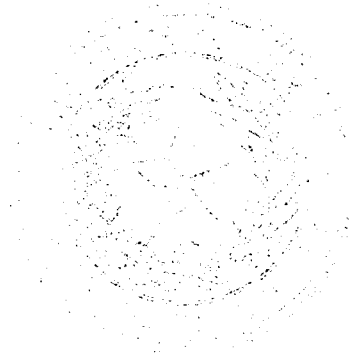
Mike Nichols

Signature

8-24-10

Date

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



**Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
for Fort Bend County
BID 11-011**

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 26, 2010
1:30 PM (Central)**

MARK ENVELOPE:

**BID 11-011
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@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax:281-341-8645**

Vendor Information

BEG Target
Legal Name of Contracting Company

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

(800) 901-9746 (713) 682-4411 (713) 682-4374
Telephone Number Facsimile Number

1225 N. Post Oak Rd.
Complete Mailing Address (for Correspondence)

Houston, TX 77055
City, State and Zip Code


P.O. Box 650500
Complete Remittance Address (if different from above)

Dallas, TX 75265-0500
City, State and Zip Code

Mike Nichols, Account Representative
Authorized Representative and Title (printed)


mnichols@bgchem.com
Authorized Representative's Email Address


Signature of Authorized Representative


Initials of Bidder: 

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: 

- 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: 

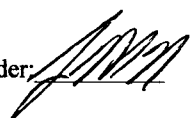
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written 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:



- 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:



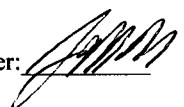
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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:



- 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.

Initials of Bidder:



- 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:



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.

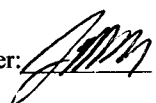
2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer 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:



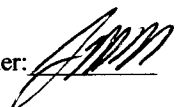
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling 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.

Initials of Bidder:



- 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:

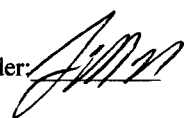


- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement 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 effect 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:



4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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:

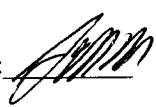
Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase 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:



Item #1: 2,4-D Amine Full aquatic**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	NO BID						
Min Order							
Returnable							

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	\$89.75	\$89.75		\$84.94	\$83.73	275 gal/ \$83.73	250 gal/ \$83.73
Min Order	5 gal.	5 gal		30 gal	55 gal.	275 gal.	250 gal/
Returnable	NO	NO		NO	NO	NO	NO

Item #3: Altosid Briquets (Mosquito larvicide and pupicide)**Price per Carton**

	Carton	Unit of Issue
Price	\$408.00 per carton of 400	400 briquets per carton
Minimum Order	1 carton	

Item #4: Altosid XR (Mosquito larvicide and pupicide)**Price per Carton**

	Carton	Unit of Issue
Price	\$651.20 per carton of 220	220 briquets per carton
Minimum Order	1 carton	

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	\$144. ⁸⁹	\$144. ⁸⁹		\$144. ³⁰	\$144. ³⁰	\$144. ³⁰	\$144. ³⁰
Min Order	5 gal.	5 gal.		30 gal.	55 gal.	275 gal.	250 gal.
Returnable	NO	NO		NO	NO	NO	NO
Brand	Aqualuer 20-20						

Item #6: Arsenal**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	NO B/D						
Min Order							
Returnable							

Item #7: Arsenal EUP, Habitat (Aquatic)**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	\$130. ³⁰						
Min Order	2.5 gal.						
Returnable	NO						

Item #8: Big Foot Dye SS**Price per Quart**

	1 Quart	Other (State Size)
Price	NO B/D	
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	\$23.50			\$22.95			
Min Order	2.5 gal			30 gal.			
Returnable	NO			NO			

Item #10: Dupont Landmark Herbicide**Price per Pound**

	1 lb Container	5 lb Container	Other (State Size)
Price			\$147.50 per lb
Minimum Order			4 lbs

Item #11: Dupont Oust Extra**Price per Pound**

	4 lb Container	25 lb Container	Other (State Size)
Price	NO B/D		
Minimum Order			

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		\$8.84			\$7.97		
Min Order		5 gal.			55 gal		
Returnable		NO			NO		

Item #13: Escort**Price per Ounce**

	1 oz Container	16 oz Container	Other (State Size)
Price		\$ 11.25 per oz	
Minimum Order		16 bottles	

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	\$ 20.41	\$ 20.41		\$ 21.00	\$ 18.94	\$ 18.94	\$ 18.94
Min Order	5 gal.	5 gal.		30 gal.	55 gal.	275 gal.	250 gal.
Returnable	NO	NO		NO	NO	NO	NO
State Brand	Evoluer 4-4	Evoluer 4-4		Evoluer 4-4	Evoluer 4-4	Evoluer 4-4	Evoluer 4-4

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	\$ 86.50						
Min Order	2.5 gal						
Returnable	NO						

Item #16: Garlon 3A**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	\$ 75.00						
Min Order	2.5 gal						
Returnable	NO						

Initials of Bidder:



Item #17: Garlon 4

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	\$93.00						
Min Order	2.5 gal						
Returnable	N/A						

Item #18: Glyphosate 41% +7.5% surfactant

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	NO B/D						
Min Order							
Returnable							
Brand							

Item #19: Glyphosate 41% +14% surfactant

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	NO B/D						
Min Order							
Returnable							
Brand							

Item #20: Glyphosate 53.8% No surfactant**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	NO B/D						
Min Order							
Returnable							
Brand							

Item #21: MSMA 6 Plus 47.60% Active**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	NO B/D						
Min Order							
Returnable							

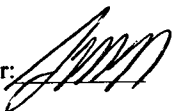
Item #22: Milestone VM**Price Per Gallon**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	\$339. ⁹⁸						1 Quart \$90. ⁵¹ / qt.
Min Order	2.5 gal.						1 quart
Returnable	NO						NO

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	NO B/D						
Min Order							
Returnable							

Initials of Bidder:



Item #24: Out Rider**Price per Ounce**

	20 oz Container	Other (State Size)
Price	<i>NO B/D</i>	
Minimum Order		

Item #25: Plateau**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	<i>NO B/D</i>						
Min Order							
Returnable							

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	<i>NO B/D</i>						
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	<i>\$199.88</i>	<i>\$199.88</i>	<i>\$199.88</i>		<i>\$199.88</i>		
Min Order	<i>4 gal</i>	<i>5 gal</i>	<i>5 gal</i>		<i>30 gal</i>		
Returnable	<i>NO</i>	<i>NO</i>	<i>NO</i>		<i>NO</i>		

Initials of Bidder: 

Item #28: Rodeo Herbicide**Price per Gallon***120 gallon*

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	<i>\$25.80</i>					<i>\$21.00</i>	
Min Order	<i>0.5 gal</i>					<i>120 gal</i>	
Returnable	<i>NO</i>					<i>YES</i>	

Item #29: Roundup Pro Concentrate**50.2% isopropylamine salt of glyphosate complete with performance technology surfactant****Price per Gallon***150 gallon*

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	<i>\$28.00</i>			<i>\$27.00</i>		<i>\$27.00</i>	
Min Order	<i>5 gal</i>			<i>30 gal.</i>		<i>150 gal.</i>	
Returnable	<i>NO</i>			<i>YES</i>		<i>YES</i>	

Item #30: Roundup Pro Herbicide**Price per Gallon***Bidding Roundup Pro Max**1.67 gal*

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price				<i>\$37.00</i>			<i>\$39.00/gal</i>
Min Order				<i>30 gal.</i>			<i>1 jug</i>
Returnable				<i>YES</i>			<i>NO</i>

Item #31: Sahara DG Herbicide**Price per Pound**

	2 lb Container	10 lb Container	40 lb Container	Other (State Size)
Price		<i>\$9.70 / lb</i>		
Minimum Order		<i>10 lb</i>		
Returnable		<i>NO</i>		

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	<i>NO BID</i>						
Min Order							
Returnable							
Brand							

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

	44 lb. Container	Other (State Size)
Price		<i>\$ 8.13 per pound</i>
Minimum Order		<i>40 lbs (1 bag)</i>
Brand	<i>PROVECT 5G</i>	

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	<i>NO BID</i>						
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	<i>NO BID</i>						
Min Order							
Returnable							
Brand							

**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	NO B/A						
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	NO B/A						
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	NO B/A						
Min Order							
Returnable							

[Handwritten Signature]

Item #39: VectoBac 12AS or Equal**Biological larvicide Aqueous suspension 1.279 billion ITU per liter 1.2%****Price per Gallon**

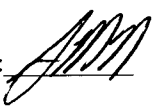
	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	\$ 32.89	\$ 32.89		\$ 33.18		\$ 31.22	
Min Order	5 gal	5 gal		30 gal		264 gal	
Returnable	NO	NO		NO		NO	
State Brand	VectoBac 12AS	VectoBac 12AS		VectoBac 12AS		VectoBac 12AS	

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		\$ 70.20					
Min Order		2.5 gal					
Returnable		NO					

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	NO BID						
Min Order							
Returnable							
State Brand							

Initials of Bidder: 

Item #42: Opensight by Dow AgroScience.

Price per Ounce

	20 oz Bottle	Other State Size
Price	<i>NO BID</i>	
Min Order		
Returnable		
State Brand		

Initials of Bidder: 

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 14 day of September 2010, 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 BEG Target
(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.

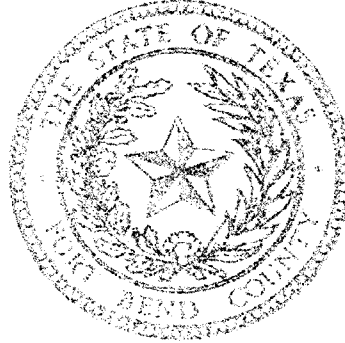
Executed at Richmond, Texas this _____ day of _____ 20____.

By: Robert Hebert Fort Bend County, Texas
County Judge

By: Mike Nichols
Signature of Contractor

By: Mike Nichols, Account Representative
Printed Name and Title

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



**Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
for Fort Bend County
BID 11-011**

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 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 11-011
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@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 07/29/10
Issued: 08/11/10

Vendor Information

CWC Chemical
Legal Name of Contracting Company

5 14
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

615-390-1327 1-866-843-6753
Telephone Number Facsimile Number

130 Lake Terrace Dr Hendersonville TN 37075
Complete Mailing Address (for Correspondence)

Hendersonville TN 37075
City, State and Zip Code

214 Simmons Drive
Complete Remittance Address (if different from above)

Cloverdale Va 24077
City, State and Zip Code

John Davis Account Rep
Authorized Representative and Title (printed)

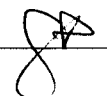
JD Davis 38@comcast.net
Authorized Representative's Email Address

John Davis
Signature of Authorized Representative

Initials of Bidder: _____

1.0 GENERAL REQUIREMENTS:

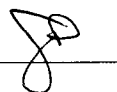
- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, 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.

A handwritten signature in black ink, appearing to be 'J. P.', is written over a horizontal line.

- 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.

- 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: _____



- 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: _____



- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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.

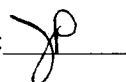
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder 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: _____



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.

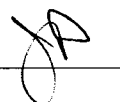
Initials of Bidder: _____



- 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: _____



- 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 effect 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.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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 [kaminsk@co.fort-bend.tx.us](mailto: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.

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

Price Per Gallon

NB OK bidding

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	12.25	—	—	11.90	11.25	11.00	—
Min Order	720 gal	—	—	25x30	12x55	3x250	—
Returnable	—	—	—	—	—	—	—

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

Price per Gallon

NB

	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

NB

	Carton	Unit of Issue
Price		
Minimum Order		

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

Price per Carton

NB

	Carton	Unit of Issue
Price		
Minimum Order		

Initials of Bidder: _____

Item #5: Aqualuer 20-20 or equivalent

NB

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

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	69.90	—	70.25	—	—	—	—
Min Order	120	—	135	—	—	—	—
Returnable	—	—	70.25 yes	—	—	—	—

Item #7: Arsenal EUP, Habitat (Aquatic)

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	61.90	—	63.90	—	—	—	—
Min Order	120	—	135	—	—	—	—
Returnable	—	—	yes	—	—	—	—

Item #8: Big Foot Dye SS

NB

Price per Quart

	1 Quart	Other (State Size)
Price		
Minimum Order		

Initials of Bidder: _____

Item #9: Das Diuron ~~4L~~ NB

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 #10: Dupont Landmark Herbicide

Price per Pound

	1 lb Container	5 lb Container	Other (State Size)
Price	—	—	4 # 116.35
Minimum Order	—	—	64 #

Item #11: Dupont Oust Extra

Price per Pound

	4 lb Container	25 lb Container	Other (State Size)
Price	57.80	—	—
Minimum Order	64 #	—	—

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

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

	1 oz Container	16 oz Container	Other (State Size)
Price	—	7.74	—
Minimum Order	—	25602	—

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							
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

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	57.90	—	57.30	57.90	—	57.05	—
Min Order	1800 gal	—	135 gal	1200 gal	—	250 gal	—
Returnable	—	—	yes	—	—	yes	—

Item #17: Garlon 4**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	73.60	—	72.69	73.60	—	72.44	—
Min Order	1800gal	—	135gal	1200gal	—	250	—
Returnable	—	—	yes	—	—	yes	—

Item #18: Glyphosate 41% +7.5% surfactant**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	11.75	—	—	11.20	—	10.50	—
Min Order	720	—	—	20x30	—	3x250	—
Returnable	—	—	—	—	—	—	—
Brand	Razor						

Item #19: Glyphosate 41% +14% surfactant**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	13.40	—	—	12.70	12.10	12.10	—
Min Order	720	—	—	20x30	—	3x250	—
Returnable	—	—	—	—	—	—	—
Brand	Razor Pro						

Item #20: Glyphosate 53.8% No surfactant

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	13.80			13.20		12.70	
Min Order	720			20x30		3x250	
Returnable							
Brand	Aquanet						

Item #21: MSMA 6 Plus 47.60% Active

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 #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	295.00	—	294.00	—	—	—	—
Min Order	1800 gal	—	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							

Item #24: Out Rider

NB

Price per Ounce

	20 oz Container	Other (State Size)
Price		
Minimum Order		

Item #25: Plateau**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	138.90	133.90	—	134.90	—	—	—
Min Order	2	5	—	135	—	—	—
Returnable	—	—	—	yes	—	—	—

Item #26: Pro-Mate Accuracy 30%

NB

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%)

NB

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 *NB*

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 #29: Roundup Pro Concentrate *NB*

50.2% isopropylamine salt of glyphosate complete with performance technology surfactant

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 #30: Roundup Pro Herbicide *NB*

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	—	9.50	9.50	—
Minimum Order	—	2000#	2000#	—
Returnable	—	—	—	—

Item #32: Scourge

NB

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:

NB

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

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

Price per Gallon

NB

	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

NB

	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: _____

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

NS

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

NS

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	73.60	—	72.69	—	—	72.44	—
Min Order	1800 gal	—	135	—	—	250 gal	—
Returnable	—	—	yes	—	—	yes	—

Item #39: VectoBac 12AS or Equal

Biological larvicide Aqueous suspension 1.279 billion ITU per liter 1.2%

Price per Gallon

NB

	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

*8^{PD}
66.54*

	1 gallon Container	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	Bulk State Size	Other State Size
Price	—	<i>57.30</i>	—	—	—	—	—
Min Order	—	<i>60 gal</i>	—	—	—	—	—
Returnable	—	—	—	—	—	—	—

Item #41: Duet by Clarke Mosquito Control

Price per Gallon

NB

	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 #42: Opensight by Dow AgroScience.

NB

Price per Ounce

	20 oz Bottle	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 14 day of September 2010, 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
(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 _____ day of _____ 20_____.

By: Robert Hebert Fort Bend County, Texas
County Judge

By: John Davis
Signature of Contractor

By: John Davis
Printed Name and Title

Account Manager

Fort Bend County Specification Download Acknowledgment



***Invitation for Bid
Term Contract for Weed, Brush and Insect Control Chemicals
BID 11-011***

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.

DeAngelo Brothers, Inc.

Legal Name of Contracting Company

Bill Fisher

Contact Person

100 N. Conahan Drive Hazleton, PA 18201

Complete Mailing Address

(570) 459-1112

Telephone Number

(570) 459-0321

Facsimile Number

Bfisher@dbiservices.com

Email Address

Bill Fisher

Signature

8/24/2010

Date

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



**Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
for Fort Bend County
BID 11-011**

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 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 11-011
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@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 07/29/10
Issued: 08/11/10

Vendor Information

DeAngelo Brothers, Inc.

Legal Name of Contracting Company

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

(570) 459-1112

Telephone Number

(570) 459-0321

Facsimile Number

100 N. Conahan Drive

Complete Mailing Address (for Correspondence)

Hazleton, PA 18201

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Bill Fisher Manager - Chemical Sales

Authorized Representative and Title (printed)

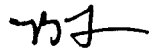
Bfisher@dbiservices.com

Authorized Representative's Email Address



Signature of Authorized Representative

Initials of Bidder:



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: YBJ

- 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: TRJ

- 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: BSJ

- 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: BS

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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:



- 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.

Initials of Bidder: BT

- 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: YSA

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: YBA

- 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.

Initials of Bidder: BM

- 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: MT

- 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 effect 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: YBA

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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: RF

8.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or [kaminsk@co.fort-bend.tx.us](mailto: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: *DK*

Item #1: 2,4-D Amine Full aquatic (DMA-4 by Dow)

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	\$27.38	—	—	—	—	—	—
Min Order	50 gal	—	—	—	—	—	—
Returnable	no	—	—	—	—	—	—

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

Price per Gallon no b.e

	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 no b.e

	Carton	Unit of Issue
Price	—	—
Minimum Order	—	—

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

Price per Carton no b.e

	Carton	Unit of Issue
Price	—	—
Minimum Order	—	—

Initials of Bidder: PS

Item #5: Aqualuer 20-20 or equivalent

Price per Gallon *no b.i*

	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

Price per Gallon *no b.i*

	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 #7: Arsenal EUP, Habitat (Aquatic)

Price per Gallon *no b.i*

	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 #8: Big Foot Dye SS

Price per Quart *no b.i*

	1 Quart	Other (State Size)
Price	—	—
Minimum Order		

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

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	<i>\$46.50</i>	—	—	—	—	—	—
Min Order	<i>240 gal</i>	—	—	—	—	—	—
Returnable	—	—	—	—	—	—	—

Item #10: Dupont Landmark Herbicide *XP*

Price per Pound

	1 lb Container	5 lb Container	Other (State Size)
Price	—	—	<i>4 lb. \$159.00</i>
Minimum Order	—	—	<i>64 lb.</i>

Item #11: Dupont Oust Extra

Price per Pound

	4 lb Container	25 lb Container	Other (State Size)
Price			<i>4 lb. \$57.50 lb.</i>
Minimum Order			<i>64 lb.</i>

Item #12: Envirotech Mineral Oil-Grade 13T, BUA 13, or
any equivalent EPA registered formation oil approved for ULV applicationPrice per Gallon *no b.d*

	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: *RA*

Item #13: Escort *XP*

Price per Ounce

	1 oz Container	16 oz Container	Other (State Size)
Price	—	\$11.38	—
Minimum Order	—	16 ea	—

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

Price per Gallon *no b. d*

	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 #15: Finale

Price per Gallon *no b. d*

	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

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	\$175.00	—	—	—	—	—	—
Min Order	50 gal	—	—	—	—	—	—
Returnable	—	—	—	—	—	—	—

Initials of Bidder: *MA*

Item #17: Garlon 4 *4 litre by Dow*

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	\$ 225.00	—	—	—	—	—	—
Min Order	50 gal	—	—	—	—	—	—
Returnable	—	—	—	—	—	—	—

Item #18: Glyphosate 41% +7.5% surfactant

Price per Gallon

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	250 gal Bulk State Size	Other State Size
Price	—	—	—	—	—	\$2,500 ⁰⁰	—
Min Order	—	—	—	—	—	1 tote	—
Returnable	—	—	—	—	—	—	—
Brand	Helm - Helosate Plus						

Item #19: Glyphosate 41% +14% surfactant

Price per Gallon *no b. d*

	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: *BS*

Item #20: Glyphosate 53.8% No surfactant

Price per Gallon *no bid*

	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 #21: MSMA 6 Plus 47.60% Active

Price per Gallon *no bid*

	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 #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	<i>1540 ea</i>	—	—	—	—	—	—
Min Order	<i>5 gal</i>	—	—	—	—	—	—
Returnable	—	—	—	—	—	—	—

Item #23: Mosquitomist One ULV

Price per Gallon *no bid*

	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: *YM*

Item #24: Out Rider *by Monsanto*

Price per Ounce

	20 oz Container	Other (State Size)
Price	<i>\$286.00</i>	<i>—</i>
Minimum Order	<i>20 bottles</i>	<i>—</i>

Item #25: Plateau

Price per Gallon *no b.i*

	1 gallon Container	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	Bulk State Size	Other State Size
Price	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>
Min Order	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>
Returnable	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>

Item #26: Pro-Mate Accuracy 30%

Price per Quart/Gallon *no b.i*

	1 quart Container	1 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	Bulk State Size	Other State Size
Price	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>
Min Order	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>
Returnable	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>

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

Price per Gallon *no b.i*

	1 gallon Container	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	Bulk State Size	Other State Size
Price	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>
Min Order	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>
Returnable	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>—</i>

Initials of Bidder: *YSL*

Item #28: Rodeo Herbicide**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	\$62.50	—	—	—	—	—	—
Min Order	50 gal	—	—	—	—	—	—
Returnable	—	—	—	—	—	—	—

Item #29: Roundup Pro Concentrate

50.2% isopropylamine salt of glyphosate complete with performance technology surfactant

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	\$60.50	—	—	—	—	—	—
Min Order	50 gal	—	—	—	—	—	—
Returnable	—	—	—	—	—	—	—

Item #30: Roundup Pro Herbicide**Price per Gallon** nob.d

	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** nob.d

	2 lb Container	10 lb Container	40 lb Container	Other (State Size)
Price	—	—	—	—
Minimum Order	—	—	—	—
Returnable	—	—	—	—

Item #32: Scourge

Price per Gallon *no bid*

	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: *no bid*

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

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

Price per Gallon *no bid*

	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 *no bid*

	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: *MF*

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

Price per Gallon *no b. 2*

	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 *no b. 2*

	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	<i>236.50</i>	—	—	—	—	—	—
Min Order	<i>50 gal</i>	—	—	—	—	—	—
Returnable	—	—	—	—	—	—	—

Item #39: VectoBac 12AS or Equal

Biological larvicide Aqueous suspension 1.279 billion ITU per liter 1.2%

Price per Gallon *no bid*

	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 *no bid*

	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 #41: Duet by Clarke Mosquito Control

Price per Gallon *no bid*

	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 #42: Opensight by Dow AgroScience.

Price per Ounce

	20 oz Bottle	Other State Size
Price	\$119.00	—
Min Order	12 ea	—
Returnable	—	—
State Brand	Some as	—

Above

Initials of Bidder: JS

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

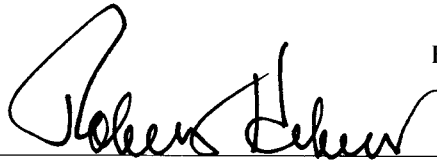
This memorandum of agreement made and entered into on the 14th day of September, 2010, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and DeAngelo Brothers, Inc.
(company name)
(hereinafter designated Contractor).

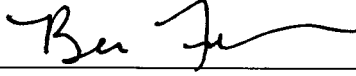
WITNESSETH:

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 _____ day of _____, 20____.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: Bill Fisher Manager - Chemical Sales
Printed Name and Title

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



**Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
for Fort Bend County
BID 11-011**

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 26, 2010
1:30 PM (Central)**

MARK ENVELOPE:

**BID 11-011
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: 07/29/10
Issued: 08/11/10**

Vendor Information

Helena Chemical Company
Legal Name of Contracting Company

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

979-268-5206 979-690-8369
Telephone Number Facsimile Number

PO Box 11575 College Station, TX 77842
Complete Mailing Address (for Correspondence)

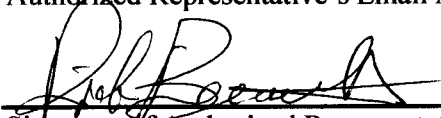
College Station, TX 77842
City, State and Zip Code

PO Box 846350
Complete Remittance Address (if different from above)

Dallas, TX 75284-6350
City, State and Zip Code

Rick Bennett Industrial Sales
Authorized Representative and Title (printed)

bennetttr@helenachemical.com
Authorized Representative's Email Address


Signature of Authorized Representative

Initials of Bidder: RB

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: 

- 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: 

- 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: RB

- 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:

RB

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: RB

- 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.

Initials of Bidder: RB

- 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: RB

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: RB

- 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.

Initials of Bidder: RB

- 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: RB

- 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: RB

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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: _____



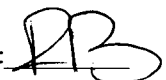
8.0 POINT OF CONTACT:

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:



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

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	10.95	X	X	10.95	X	10.95	X
Min Order	40 gal	X	X	30 gal	X	150 gal	X
Returnable	No	X	X	No	X	Yes	X

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	No Bid						
Min Order							
Returnable							

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

Price per Carton

No Bid	Carton	Unit of Issue
Price		
Minimum Order		

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

Price per Carton

No Bid	Carton	Unit of Issue
Price		
Minimum Order		

Initials of Bidder: RB

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	No Bid						
Min Order							
Returnable							
Brand							

Item #6: Arsenal**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	105.00	X	100.00	X	X	100.00	X
Min Order	5 gal	X	15 gal	X	X	30 gal	X
Returnable	No	X	No	X	X	No	X

Item #7: Arsenal EUP, Habitat (Aquatic)**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	59.50	X	59.50	X	X	X	X
Min Order	5 gal	X	15 gal	X	X	X	X
Returnable	No	X	No	X	X	X	X

Item #8: Big Foot Dye SS**Price per Quart**

No Bid	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	No Bid						
Min Order							
Returnable							

Item #10: Dupont Landmark Herbicide

Price per Pound

	1 lb Container	5 lb Container	Other (State Size)
Price		140.00	
Minimum Order		4 lbs	

Item #11: Dupont Oust Extra

Price per Pound

	4 lb Container	25 lb Container	Other (State Size)
Price	75.00		
Minimum Order	4 lbs		

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	No Bid						
Min Order							
Returnable							

Initials of Bidder: RR

Item #13: Escort**Price per Ounce**

	1 oz Container	16 oz Container	Other (State Size)
Price	 	7.60	
Minimum Order	 	16 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	No Bid						
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	65.55	 	 	65.55	 	 	
Min Order	10 gal	 	 	30 gal	 	 	
Returnable	No	 	 	No	 	 	

Item #16: Garlon 3A**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	61.00	 	 	61.00	 	60.25	
Min Order	5 gal	 	 	30 gal	 	125 gal	
Returnable	No	 	 	No	 	Yes	

Item #17: Garlon 4**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	81.70	X	X	81.70	X	X	X
Min Order	5gal	X	X	30gal	X	X	X
Returnable	No	X	X	No	X	X	X

Item #18: Glyphosate 41% +7.5% surfactant**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	11.75	X	X	11.50	X	X	X
Min Order	5gal	X	X	30gal	X	X	X
Returnable	No	X	X	No	X	X	X
Brand	Honcho Plus by Monsanto						

Item #19: Glyphosate 41% +14% surfactant**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	11.75	X	X	11.50	X	X	X
Min Order	5gal	X	X	30gal	X	X	X
Returnable	No	X	X	No	X	X	X
Brand	Honcho Plus by Monsanto						

Initials of Bidder: RB

Item #20: Glyphosate 53.8% No surfactant**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	13.50	X	X	13.25	X	13.25	
Min Order	5 gal	X	X	30 gal	X	125 gal	
Returnable	No	X	X	No	X	No	
Brand	Accord Concentrate						

Item #21: MSMA 6 Plus 47.60% Active**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	22.50	X	X	X	X	X	X
Min Order	5 gal	X	X	X	X	X	X
Returnable	No	X	X	X	X	X	X

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	301.50	X	X	X	X	X	X
Min Order	2.5 gal.	X	X	X	X	X	X
Returnable	No	X	X	X	X	X	X

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	No Bid						
Min Order							
Returnable							

Initials of Bidder: AB

Item #24: Out Rider**Price per Ounce**

	20 oz Container	Other (State Size)
Price	12.50	
Minimum Order	20 oz Container	

Item #25: Plateau**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	127.50	127.50	 	127.50	 	 	
Min Order	4 gal	5 gal	 	15 gal	 	 	
Returnable	No	No	 	No	 	 	

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	9.50	 	 	 	 	 	
Min Order	12 qts.	 	 	 	 	 	
Returnable	No	 	 	 	 	 	

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	No Bid						
Min Order							
Returnable							

Item #28: Rodeo Herbicide**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	14.25	X	X	14.25	X	X	X
Min Order	5 gal	X	X	30 gal	X	X	X
Returnable	No	X	X	No	X	X	X

Item #29: Roundup Pro Concentrate**50.2% isopropylamine salt of glyphosate complete with performance technology surfactant****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	15.95	X	X	15.50	X	X	X
Min Order	5 gal	X	X	30 gal	X	X	X
Returnable	No	X	X	No	X	X	X

Item #30: Roundup Pro Herbicide**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	No Bid						
Min Order							
Returnable							

Item #31: Sahara DG Herbicide**Price per Pound**

	2 lb Container	10 lb Container	40 lb Container	Other (State Size)
Price	X	10.00	X	X
Minimum Order	X	30 lbs	X	X
Returnable	X	No	X	X

Initials of Bidder: PB

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	No Bid						
Min Order							
Returnable							

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

No Bid	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	10.25	X	X	10.25	X	X	X
Min Order	5 gal	X	X	30 gal	X	X	X
Returnable	No	X	X	No	X	X	X
Brand	Inlet	X	X	Inlet	X	X	X

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	10.25	X	X	10.25	X	X	X
Min Order	5 gal	X	X	30 gal	X	X	X
Returnable	No	X	X	No	X	X	X
Brand	Inlet	X	X	Inlet	X	X	X

Initials of Bidder: FB

**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	10.25	X	X	10.25	X	X	X
Min Order	5 gal	X	X	30 gal	X	X	X
Returnable	No	X	X	No	X	X	X
Brand	Inlet	X	X	Inlet	X	X	X

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	45.00	X	X	X	X	X	X
Min Order	5 gal	X	X	X	X	X	X
Returnable	No	X	X	X	X	X	X
Brand	Lastick	X	X	X	X	X	X

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	78.25 78.00	X	X	78.00	X	X	X
Min Order	5 gal	X	X	30 gal	X	X	X
Returnable	No	X	X	No	X	X	X

Initials of Bidder: RB

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	No Bid						
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	RB 61.00	61.00	X	61.00	X	X	X
Min Order	X	5 gal	X	15 gal	X	X	X
Returnable	X	No	X	No	X	X	X

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	No Bid						
Min Order							
Returnable							
State Brand							

Initials of Bidder: RB

Item #42: Opensight by Dow AgroScience.

Price per Ounce

	20 oz Bottle	Other State Size
Price	79.00	
Min Order	20 oz.	
Returnable	No	
State Brand	Opensight	

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 14 day of September, 2010, 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 Helena Chemical Company
(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 _____ day of _____, 20____.

Fort Bend County, Texas

By:

Robert Hebert

County Judge

By:

Rick Bennett

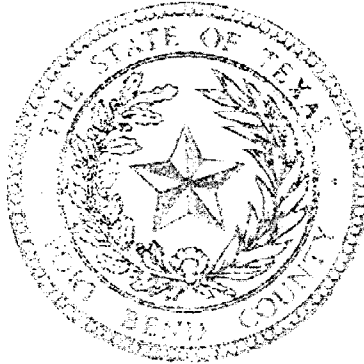
Signature of Contractor

By:

Rick Bennett Industrial Sales

Printed Name and Title

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



**Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
for Fort Bend County
BID 11-011**

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 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 11-011
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@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Vendor Information

John Deere Landscapes

Legal Name of Contracting Company

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

800-321-5325 X-2550
Telephone Number

248-581-1433
Facsimile Number

Complete Mailing Address (for Correspondence)

John Deere Landscapes
1385 East 36th Street
Cleveland, Ohio 44114

City, State and Zip Code

24110 Network Place
Complete Remittance Address (if different from above)

Chicago, IL 60673
City, State and Zip Code

Margaret Drozyna
Authorized Representative and Title (printed)

bids@johndeerelandscapes.com

Authorized Representative's Email Address

Margaret Drozyna
Signature of Authorized Representative

Initials of Bidder: MD

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: MD

- 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: mp

- 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: MD

- 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: MO

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: MD

- 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.

Initials of Bidder: ND

- 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: MO

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: MD

- 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.

Initials of Bidder: MD

- 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: MD

- 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 effect 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: MD

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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: MD

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: MD

Item #1: 2,4-D Amine Full aquatic**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		<u>NO BID</u>					
Min Order							
Returnable							

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			<u>NO BID</u>				
Min Order							
Returnable							

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

Price per Carton *035170 Mosquito Dunks BTI 20-pk*

	Carton	Unit of Issue
Price	<i>69.75</i>	<i>13.95</i>
Minimum Order	<i>N/A</i>	<i>N/A</i>

Item #4: Altosid XR (Mosquito larvicide and pupicide)**Price per Carton**

	Carton	Unit of Issue
Price	<u>NO BID</u>	
Minimum Order		

Initials of Bidder: *MO*

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			<u>NO BID</u>				
Returnable							
Brand							

Item #6: Arsenal**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			<u>NO BID</u>				
Min Order							
Returnable							

Item #7: Arsenal EUP, Habitat (Aquatic)**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			<u>NO BID</u>				
Min Order							
Returnable							

Item #8: Big Foot Dye SS**Price per Quart**

	1 Quart	Other (State Size)
Price	<u>NO BID</u>	
Minimum Order		

Initials of Bidder: MD

Item #9: Das Diuron 4L**Price per Gallon** # DIURON 4L

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	\$195.00	No Bid					
Min Order	N/A						
Returnable	N/A						

Item #10: Dupont Landmark Herbicide**Price per Pound** # LANDMARKXP

	1 lb Container	5 lb Container	Other (State Size)
Price	No Bid	No Bid	416 212.00
Minimum Order	N/A		

Item #11: Dupont Oust Extra**Price per Pound**

	4 lb Container	25 lb Container	Other (State Size)
Price	NO BID		
Minimum Order			

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			NO BID				
Returnable							

Initials of Bidder: MD

Item #13: Escort**Price per Ounce**

097288

	1 oz Container	16 oz Container	Other (State Size)
Price	No Bid	231.50	No Bid
Minimum Order	N/A		

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			<u>NO BID</u>				
Min Order							
Returnable							
State Brand							

Item #15: Finale**Price per Gallon**

097533

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	220.00	No Bid					
Min Order	N/A						
Returnable	N/A						

Item #16: Garlon 3A**Price per Gallon**

097289

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	237.44	No Bid					
Min Order	N/A						
Returnable	N/A						

Initials of Bidder: MD

Item #17: Garlon 4**Price per Gallon** # 097290

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	300.28	No Bid					
Min Order	N/A						
Returnable	N/A						

Item #18: Glyphosate 41% +7.5% surfactant**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	40.00	No Bid	No Bid	480.00	No Bid		
Min Order	N/A						
Returnable	N/A						
Brand	069289 Prosecutor Pro						

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

NO BID

Initials of Bidder: MD

Item #20: Glyphosate 53.8% No surfactant**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	46.00	No Bid		580.00	No Bid		
Min Order	N/A						
Returnable	N/A						
Brand	089255 Aquaneat						

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

NO BID**Item #22: Milestone VM****Price Per Gallon**

097285

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	1235.00	No Bid					
Min Order	N/A						
Returnable	N/A						

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							

NO BID

Initials of Bidder: MD

Item #24: Out Rider

Price per Ounce

	20 oz Container	Other (State Size)
Price	<u>NO BID</u>	
Minimum Order		

Item #25: Plateau

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			<u>NO BID</u>				
Min Order							
Returnable							

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			<u>NO BID</u>				
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			<u>NO BID</u>				
Min Order							
Returnable							

Item #28: Rodeo Herbicide**Price per Gallon***34-15-025*

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	<i>87.00</i>	<i>No Bid</i>					
Min Order	<i>N/A</i>						
Returnable	<i>N/A</i>						

Item #29: Roundup Pro Concentrate**50.2% isopropylamine salt of glyphosate complete with performance technology surfactant****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			NO BID				
Min Order							
Returnable							

Item #30: Roundup Pro Herbicide**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			NO BID				
Min Order							
Returnable							

Item #31: Sahara DG Herbicide**Price per Pound**

	2 lb Container	10 lb Container	40 lb Container	Other (State Size)
Price				
Minimum Order		NO BID		
Returnable				

Initials of Bidder: *MD*

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		<u>NO BID</u>					
Returnable							

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

Price per pound:

	44 lb. Container	Other (State Size)
Price	<u>NO BID</u>	
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		<u>NO BID</u>					
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	49.00						16.122.00
Min Order	N/A						
Returnable	N/A						
Brand	019255	Spreader Sticker					

Initials of Bidder: MD

**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		<u>NO BID</u>					
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		<u>NO BID</u>					
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							
Min Order		<u>NO BID</u>					
Returnable							

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			NO BID				
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							
Min Order			NO BID				
Returnable							

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			NO BID				
Returnable							
State Brand							

Initials of Bidder: MP

Item #42: Opensight by Dow AgroScience.

Price per Ounce

	20 oz Bottle	Other State Size
Price		
Min Order		
Returnable		
State Brand		

NO BID

CONTRACT SHEET

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 14 day of September, 2010, 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 John Deere Landscapes
(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.

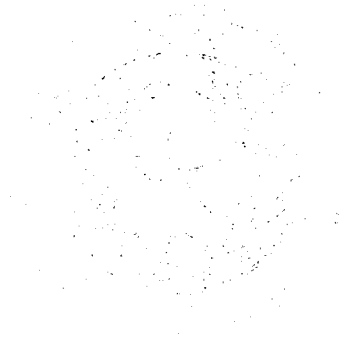
Executed at Richmond, Texas this _____ day of _____ 20_____.

By: Robert Hebert Fort Bend County, Texas
County Judge

By: Margaret Dvornak
Signature of Contractor

By: Margaret Dvornak - Sr. Bid Rep.
Printed Name and Title

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



***Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
for Fort Bend County
BID 11-011***

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 26, 2010
1:30 PM (Central)**

MARK ENVELOPE:

**BID 11-011
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@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax:281-341-8645**

**Prepared: 07/29/10
Issued: 08/11/10**

Vendor Information

Pumpelly Oil Company, LLC

Legal Name of Contracting Company

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

281-272-0115

Telephone Number

281-921-0153

Facsimile Number

16450 Lee Rd, Humble, TX 77396

Complete Mailing Address (for Correspondence)

Humble TX 77356

City, State and Zip Code

P.O. Box 2059

Complete Remittance Address (if different from above)

SULPHUR, LA 70664

City, State and Zip Code

CRAYTON NELSON, Lubrication Engineer

Authorized Representative and Title (printed)

CNELSON@Pumpelly.com

Authorized Representative's Email Address

Roster

Signature of Authorized Representative

Initials of Bidder:



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: _____



- 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: _____



- 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: _____



- 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: _____



- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: _____



- 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.

Initials of Bidder: _____




- 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: _____



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: _____



- 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.

Initials of Bidder: 

- 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: _____



- 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 effect 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: _____



4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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 [kaminsk@co.fort-bend.tx.us](mailto: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: _____



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

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

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

Price per Carton

	Carton	Unit of Issue
Price	N/B	
Minimum Order		

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

Price per Carton

	Carton	Unit of Issue
Price	N/B	
Minimum Order		

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							
Brand							

Item #6: Arsenal

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

Item #7: Arsenal EUP, Habitat (Aquatic)

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

Item #8: Big Foot Dye SS

Price per Quart

	1 Quart	Other (State Size)
Price	N/B	N/B
Minimum Order		

Initials of Bidder: ES

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

Item #10: Dupont Landmark Herbicide

Price per Pound

	1 lb Container	5 lb Container	Other (State Size)
Price	N/B	N/B	N/B
Minimum Order			

Item #11: Dupont Oust Extra

Price per Pound

	4 lb Container	25 lb Container	Other (State Size)
Price	N/B	N/B	N/B
Minimum Order			

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	N/B	6.45	N/B	N/B	5.62	5.25	N/B
Min Order	1	10 Containers	1	1	1 Container	250 Gall	1
Returnable		YES			YES		

Item #13: Escort

Price per Ounce

	1 oz Container	16 oz Container	Other (State Size)
Price	N/B	N/B	N/B
Minimum Order			

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

Item #16: Garlon 3A

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

Initials of Bidder: 

Item #17: Garlon 4

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

Item #18: Glyphosate 41% +7.5% surfactant

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							
Brand							

Item #19: Glyphosate 41% +14% surfactant

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							
Brand							

Item #20: Glyphosate 53.8% No surfactant

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							
Brand							

Item #21: MSMA 6 Plus 47.60% Active

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

Item #24: Out Rider

Price per Ounce

	20 oz Container	Other (State Size)
Price	N/B	N/B
Minimum Order		

Item #25: Plateau

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

Item #28: Rodeo Herbicide

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

Item #29: Roundup Pro Concentrate

50.2% isopropylamine salt of glyphosate complete with performance technology surfactant

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

Item #30: Roundup Pro Herbicide

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

Item #31: Sahara DG Herbicide

Price per Pound

	2 lb Container	10 lb Container	40 lb Container	Other (State Size)
Price	N/B	N/B	N/B	N/B
Minimum Order				
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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

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

Price per pound:

	44 lb. Container	Other (State Size)
Price	N/B	N/B
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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							
Brand							

**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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							

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	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Min Order							
Returnable							
State Brand							

Item #42: Opensight by Dow AgroScience.

Price per Ounce

	20 oz Bottle	Other State Size
Price	NB	N/B
Min Order		
Returnable		
State Brand		

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

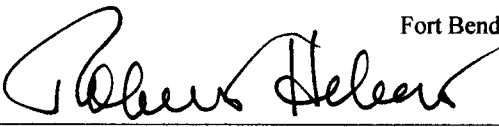
This memorandum of agreement made and entered into on the 14 day of September, 2010, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Pumpelly Oil Company, LLC
(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 _____ day of _____ 20____.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: CLAYTON NELSON, LUBE Engineer
Printed Name and Title

Pumpelly Oil Company,LLC

Addendum to bid #11-011

Weed,Brush & Insect Control Chemicals

1. ConocoPhillips Pure Performance Base Oil **80N Specifications.**
2. ConocoPhillips Pure Performance Base Oil **MSDS.**

1



**Pure Performance® Base Oils
Specifications**

PROPERTY	ASTM METHOD	Min/Max Typical		BASE OIL				
				70N	80N	110N	225N	600N
PRODUCT CODE	---	---		1048682	1040935	1040937	1040944	1040948
API Category	---	---				Group II	Group II	Group II
Gravity, °API	D 5002	Typ		33.5 min	32.2	33.6	31.7	30.0
Viscosity								
cSt @ 40°C	D 445	Min/Max		11.5-13.0	11.5-14.1	20.11 (Typ)	42.7 (Typ)	114.5 (Typ)
cSt @ 100°C	D 445	Min/Max		2.90 (Typ)	3.10 (Typ)	3.95-4.25	6.38-6.66	11.80-12.62
SUS @ 100°F	Calc.	Typ		71	77	106	220	599
SUS @ 210°F	Calc.	Typ		36	37	40	48	69
Cold Crank Simulator	D 5293							
cP @ -30°C		Max		1300	1800	---	---	---
cP @ -25°C		Max		---	---	1500	---	---
cP @ -20°C		Max		---	---	---	3600	---
Viscosity Index	D 2270	Min		78 (Typ)	69 (Typ)	95	95	95
Pour Point, °F	D 5950	Max		-17	-17	10	10	10
Pour Point, °C	D 5950	Max		-27	-27	-12	-12	-12
Flash Point, °F	D 92	Min		350	350	390	420	500
Flash Point, °C	D 92	Min		177	177	199	216	260
Color, ASTM	D 1500	Max		0.5	0.5	0.5	0.5	0.5
%Volatility - Noack	D 5800	Max		---	---	26.5	12.0	---
Volatility - ASTM	D 2887							
% @ 630°F		Max		5	5	---	---	---
% @ 700°F		Max		---	---	14	7	---
% @ 800°F		Max		---	---	---	---	5
Composition	SFC							
% Saturates		Min		99	99	99	99	99

May-04



Pure Performance® Base Oil

Material Safety Data Sheet

1. Product and Company Identification

Product Name: Pure Performance® Base Oil

MSDS Number: 787559

Synonyms: Pure Performance® Base Oil 70N
Pure Performance® Base Oil 80N
Pure Performance® Base Oil 110N
Pure Performance® Base Oil 150N
Pure Performance® Base Oil 225N
Pure Performance® Base Oil 600N

Intended Use: Base Oil

Manufacturer/Supplier: ConocoPhillips Lubricants
600 N. Dairy Ashford, 2W900
Houston, Texas 77079-1175

Emergency Health and Safety Number: Chemtrec: 800-424-9300 (24 Hours)

Customer Service: 888-877-3170

Technical Information: 800-255-9556

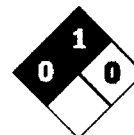
MSDS Information: Internet: <http://w3.conocophillips.com/NetMSDS/>

2. Hazards Identification

Emergency Overview

NFPA

This material is not considered hazardous according to OSHA criteria.



Appearance: Clear and bright, Water-white

Physical Form: Liquid

Odor: Petroleum

Potential Health Effects

Eye: Contact may cause mild eye irritation including stinging, watering, and redness.

Skin: Contact may cause mild skin irritation including redness and a burning sensation. Prolonged or repeated contact can defat the skin, causing drying and cracking of the skin, and possibly dermatitis (inflammation). No harmful effects from skin absorption have been reported.

Inhalation (Breathing): No information available on acute toxicity.

Ingestion (Swallowing): No harmful effects reported from ingestion.

Signs and Symptoms: Effects of overexposure may include irritation of the digestive tract, nausea and diarrhea. Inhalation of oil mist or vapors at elevated temperatures may cause respiratory irritation.

Pre-Existing Medical Conditions: Conditions which may be aggravated by exposure include skin disorders.

See Section 11 for additional Toxicity Information.

3. Composition / Information on Ingredients

Component	CASRN	Concentration*
Hydrotreated Distillate, Heavy Paraffin ..C20-50	64742-54-7	0 - 100
Hydrotreated Distillate, Light Paraffin ..C15-30	64742-55-8	0 - 100

* All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First Aid Measures

Eye Contact: If irritation or redness develops from exposure, flush eyes with clean water. If symptoms persist, seek medical attention.

Skin Contact: Remove contaminated shoes and clothing and cleanse affected area(s) thoroughly by washing with mild soap and water or a waterless hand cleaner. If irritation or redness develops and persists, seek medical attention.

Inhalation (Breathing): If respiratory symptoms develop, move victim away from source of exposure and into fresh air in a position comfortable for breathing. If symptoms persist, seek medical attention.

Ingestion (Swallowing): First aid is not normally required; however, if swallowed and symptoms develop, seek medical attention.

Notes to Physician: Acute aspirations of large amounts of oil-laden material may produce a serious aspiration pneumonia. Patients who aspirate these oils should be followed for the development of long-term sequelae. Inhalation exposure to oil mists below current workplace exposure limits is unlikely to cause pulmonary abnormalities.

5. Fire-Fighting Measures

NFPA 704 Hazard Class

Health: 0 **Flammability:** 1 **Instability:** 0 (0-Minimal, 1-Slight, 2-Moderate, 3-Serious, 4-Severe)

Unusual Fire & Explosion Hazards: This material may burn, but will not ignite readily. If container is not properly cooled, it can rupture in the heat of a fire.

Extinguishing Media: Dry chemical, carbon dioxide, foam, or water spray is recommended. Water or foam may cause frothing of materials heated above 212°F. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces.

Fire Fighting Instructions: For fires beyond the initial stage, emergency responders in the immediate hazard area should wear protective clothing. When the potential chemical hazard is unknown, in enclosed or confined spaces, a self contained breathing apparatus should be worn. In addition, wear other appropriate protective equipment as conditions warrant (see Section 8).

Isolate immediate hazard area and keep unauthorized personnel out. Stop spill/release if it can be done safely. Move undamaged containers from immediate hazard area if it can be done safely. Water spray may be useful in minimizing or dispersing vapors and to protect personnel. Cool equipment exposed to fire with water, if it can be done safely. Avoid spreading burning liquid with water used for cooling purposes.

Hazardous Combustion Products: Combustion may yield smoke, carbon monoxide, and other products of incomplete combustion. Oxides of nitrogen and sulfur may also be formed.

See Section 9 for Flammable Properties including Flash Point and Flammable (Explosive) Limits

6. Accidental Release Measures

6. Accidental Release Measures

Personal Precautions: This material may burn, but will not ignite readily. Keep all sources of ignition away from spill/release. The use of explosion-proof electrical equipment is recommended. Stay upwind and away from spill/release. Notify persons and shipping down wind of the spill/release, isolate immediate hazard area and keep unauthorized personnel out. Wear appropriate protective equipment, including respiratory protection, as conditions warrant (see Section 8). See Sections 2 and 7 for additional information on hazards and precautionary measures.

Environmental Precautions: Stop spill/release if it can be done safely. Prevent spilled material from entering sewers, storm drains, other unauthorized drainage systems, and natural waterways. Use water sparingly to minimize environmental contamination and reduce disposal requirements. Spills into or upon navigable waters, the contiguous zone, or adjoining shorelines that cause a sheen or discoloration on the surface of the water, may require notification of the National Response Center (phone number 800-424-8802).

Methods for Containment and Clean-Up: Notify relevant authorities in accordance with all applicable regulations. Immediate cleanup of any spill is recommended. Dike far ahead of spill for later recovery or disposal. Absorb spill with inert material such as sand or vermiculite, and place in suitable container for disposal. If spilled on water remove with appropriate methods (e.g. skimming, booms or absorbents).

7. Handling and Storage

Precautions for safe handling: Wash thoroughly after handling. Use good personal hygiene practices and wear appropriate personal protective equipment.

Do not enter confined spaces such as tanks or pits without following proper entry procedures such as ASTM D-4276 and 29CFR 1910.146. Do not wear contaminated clothing or shoes.

"Empty" containers retain residue and may be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, or other sources of ignition. They may explode and cause injury or death. "Empty" drums should be completely drained, properly bunged, and promptly shipped to the supplier or a drum reconditioner. All containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations. Before working on or in tanks which contain or have contained this material, refer to OSHA regulations, ANSI Z49.1, and other references pertaining to cleaning, repairing, welding, or other contemplated operations.

Conditions for safe storage: Keep container(s) tightly closed. Use and store this material in cool, dry, well-ventilated area away from heat and all sources of ignition. Store only in approved containers. Keep away from any incompatible material (see Section 10). Protect container(s) against physical damage.

8. Exposure Controls / Personal Protection

Component	US-ACGIH	OSHA	Other
Hydrotreated Distillate, Heavy Paraffin ..C20-50	TWA: 5 mg/m ³ STEL: 10 mg/m ³ (as Oil Mist, if generated)	5 mg/m ³ (as Oil Mist, if generated)	—
Hydrotreated Distillate, Light Paraffin ..C15-30	5 mg/m ³ TWA 10 mg/m ³ STEL as Oil Mist, if generated	5 mg/m ³ TWA as Oil Mist, if generated	—

Note: State, local or other agencies or advisory groups may have established more stringent limits. Consult an industrial hygienist or similar professional, or your local agencies, for further information.

Engineering controls: If current ventilation practices are not adequate to maintain airborne concentrations below the established exposure limits, additional engineering controls may be required.

Eye/Face Protection: The use of eye protection that meets or exceeds ANSI Z.87.1 is recommended to protect against potential eye contact, irritation, or injury. Depending on conditions of use, a face shield may be necessary.

Skin/Hand Protection: The use of gloves impervious to the specific material handled is advised to prevent skin contact. Users should check with manufacturers to confirm the breakthrough performance of their products. Suggested protective materials: Nitrile.

Respiratory Protection: Where there is potential for airborne exposure above the exposure limit a NIOSH certified air purifying respirator equipped with R or P95 filters may be used.

A respiratory protection program that meets or is equivalent to OSHA 29 CFR 1910.134 and ANSI Z88.2 should be followed whenever workplace conditions warrant a respirator's use. Air purifying respirators provide limited protection and cannot be used in atmospheres that exceed the maximum use concentration (as directed by regulation or the manufacturer's instructions), in oxygen deficient (less than 19.5 percent oxygen) situations, or under conditions that are immediately dangerous to life and health (IDLH).

Suggestions provided in this section for exposure control and specific types of protective equipment are based on readily available information. Users should consult with the specific manufacturer to confirm the performance of their protective equipment. Specific situations may require consultation with industrial hygiene, safety, or engineering professionals.

9. Physical and Chemical Properties

Note: Unless otherwise stated, values are determined at 20°C (68°F) and 760 mm Hg (1 atm). Data represent typical values and are not intended to be specifications.

Appearance:	Clear and bright, Water-white
Physical Form:	Liquid
Odor:	Petroleum
Odor Threshold:	No data
pH:	Not applicable
Vapor Pressure:	<1
Vapor Density (air=1):	>1
Boiling Point/Range:	No data
Melting/Freezing Point:	No data
Solubility in Water:	Insoluble
Partition Coefficient (n-octanol/water) (Kow):	No data
Specific Gravity:	0.8558 - 0.8765 @ 60°F (15.6°C)
Bulk Density:	7.14 - 7.31 lbs/gal
Viscosity:	2.88 - 12.02 cSt @ 100°C; 12 - 111 cSt @ 40°C
Percent Volatile:	Nil
Evaporation Rate (nBuAc=1):	Nil
Flash Point:	350°F / 177°C
Test Method:	Cleveland Open Cup (COC), ASTM D92
LEL (vol % in air):	No data
UEL (vol % in air):	No data
Autoignition Temperature:	No data

10. Stability and Reactivity

Stability: Stable under normal ambient and anticipated conditions of use.

Conditions to Avoid: Extended exposure to high temperatures can cause decomposition.

Materials to Avoid (Incompatible Materials): Avoid contact with strong oxidizing agents and strong reducing agents.

Hazardous Decomposition Products: Not anticipated under normal conditions of use.

Hazardous Polymerization: Not known to occur.

11. Toxicological Information

Chronic Toxicity:

Hydrotreated Distillate, Heavy Paraffin ..C20-50

Carcinogenicity: The petroleum base oils contained in this product have been highly refined by a variety of processes including severe hydrocracking/hydroprocessing to reduce aromatics and improve performance characteristics. All of the oils meet the IP-346 criteria of less than 3 percent PAH's and are not considered carcinogens by NTP, IARC, or OSHA.

Hydrotreated Distillate, Heavy Paraffin ..C20-50

Hydrotreated Distillate, Light Paraffin ..C15-30

Carcinogenicity: The petroleum base oils contained in this product have been highly refined by a variety of processes including severe hydrocracking/hydroprocessing to reduce aromatics and improve performance characteristics. All of the oils meet the IP-346 criteria of less than 3 percent PAH's and are not considered carcinogens by NTP, IARC, or OSHA.

Acute Toxicity:

Component	Oral LD50	Dermal LD50	Inhalation LC50
Hydrotreated Distillate, Heavy Paraffin ..C20-50	>15 g/kg; >5 g/kg (Rat)	>5 g/kg (Rabbit)	No data
Hydrotreated Distillate, Light Paraffin ..C15-30	>5 g/kg (Rat)	>5 g/kg (Rabbit)	No data

12. Ecological Information

Ecotoxicity: Experimental studies show that acute aquatic toxicity values are greater than 1000 mg/l. These values are consistent with the predicted aquatic toxicity of these substances based on their hydrocarbon compositions.

Mobility: Volatilization to air is not expected to be a significant fate process due to the low vapor pressure of this material. In water, base oils will float and spread over the surface at a rate dependent upon viscosity. There will be significant removal of hydrocarbons from the water by sediment adsorption. In soil and sediment, hydrocarbon components will show low mobility with adsorption to sediments being the predominant physical process. The main fate process is expected to be slow biodegradation of base oil components in soil and sediment.

Persistence and degradability: The hydrocarbons in this material are not readily biodegradable, but since they can be degraded by microorganisms, they are regarded as inherently biodegradable.

Bioaccumulation Potential: Log Kow values measured for the hydrocarbon components of this material range from 4 to over 6, and therefore regarded as having the potential to bioaccumulate. In practice, metabolic processes may reduce bioconcentration.

13. Disposal Considerations

The generator of a waste is always responsible for making proper hazardous waste determinations and needs to consider state and local requirements in addition to federal regulations.

This material, if discarded as produced, would not be a federally regulated RCRA "listed" hazardous waste and is not believed to exhibit characteristics of hazardous waste. See Sections 7 and 8 for information on handling, storage and personal protection and Section 9 for physical/chemical properties. It is possible that the material as produced contains constituents which are not required to be listed in the MSDS but could affect the hazardous waste determination. Additionally, use which results in chemical or physical change of this material could subject it to regulation as a hazardous waste.

This material under most intended uses would become "Used Oil" due to contamination by physical or chemical impurities. Whenever possible, Recycle Used Oil in accordance with applicable federal and state or local regulations. Container contents should be completely used and containers should be emptied prior to discard.

14. Transportation Information

U.S. Department of Transportation (DOT)

Shipping Description:

Not regulated

Note:

If shipped by land in a packaging having a capacity of 3,500 gallons or more, the provisions of 49 CFR, Part 130 apply. (Contains oil)

International Maritime Dangerous Goods (IMDG)

Shipping Description:

Not regulated

Note:

U.S. DOT compliance requirements may apply. See 49 CFR 171.22, 23 & 25.

International Civil Aviation Org. / International Air Transport Assoc. (ICAO/IATA)

UN/ID #:

Not regulated

14. Transportation Information

	LTD. QTY	Passenger Aircraft	Cargo Aircraft Only
Packaging Instruction #:	---	---	---
Max. Net Qty. Per Package:	---	---	---

15. Regulatory Information

CERCLA/SARA - Section 302 Extremely Hazardous Substances and TPQs (in pounds):

This material does not contain any chemicals subject to the reporting requirements of SARA 302 and 40 CFR 372.

CERCLA/SARA - Section 311/312 (Title III Hazard Categories)

Acute Health:	No
Chronic Health:	No
Fire Hazard:	No
Pressure Hazard:	No
Reactive Hazard:	No

CERCLA/SARA - Section 313 and 40 CFR 372:

This material does not contain any chemicals subject to the reporting requirements of SARA 313 and 40 CFR 372.

EPA (CERCLA) Reportable Quantity (in pounds):

This material does not contain any chemicals with CERCLA Reportable Quantities.

California Proposition 65:

This material does not contain any chemicals which are known to the State of California to cause cancer, birth defects or other reproductive harm at concentrations that trigger the warning requirements of California Proposition 65.

Canadian Regulations:

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the Regulations.

WHMIS Hazard Class
None

National Chemical Inventories:

Component	AICS	DSL	NDSL	CHINA	ELINCS	EINECS	ENCS	KOREA	PICCS	TSCA
Hydrotreated Distillate, Heavy Paraffin ..C20-50 64742-54-7	X	X		X		X	X	X	X	X
Hydrotreated Distillate, Light Paraffin ..C15-30 64742-55-8	X	X		X		X		X	X	X

Legend: AICS - Australia Inventory of Chemical Substances, DSL - Domestic Substances List (Canada), NDSL - Non-Domestic Substances List (Canada), CHINA - Inventory List, ELINCS - EU List of Notified Chemical Substances, EINECS - European Inventory of Existing Commercial Chemical Substances, ENCS - Japan Existing and New Chemical Substances, KOREA - Existing and Evaluated Chemical Substances, PICCS - Philippines Inventory of Chemicals and Chemical Substances, TSCA - United States Section 8(b) Inventory

U.S. Export Control Classification Number: EAR99

16. Other Information

Date of Issue:	15-Jan-2009
Status:	Final
Previous Issue Date:	19-Feb-2008
Revised Sections or Basis for Revision:	Environmental hazards (Section 12)
MSDS Number:	787559

Guide to Abbreviations:

ACGIH = American Conference of Governmental Industrial Hygienists; CASRN = Chemical Abstracts Service Registry Number; CEILING = Ceiling Limit (15 minutes); CERCLA = The Comprehensive Environmental Response, Compensation, and Liability Act; EPA = Environmental Protection Agency; IARC = International Agency for Research on Cancer; LEL = Lower Explosive Limit; NE = Not Established; NFPA = National Fire Protection Association; NTP = National Toxicology Program; OSHA = Occupational Safety and Health Administration; PEL = Permissible Exposure Limit (OSHA); SARA = Superfund Amendments and Reauthorization Act; STEL = Short Term Exposure Limit (15 minutes); TLV = Threshold Limit Value (ACGIH); TWA = Time Weighted Average (8 hours); UEL = Upper Explosive Limit; WHMIS = Worker Hazardous Materials Information System (Canada)

Disclaimer of Expressed and implied Warranties:

The information presented in this Material Safety Data Sheet is based on data believed to be accurate as of the date this Material Safety Data Sheet was prepared. HOWEVER, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY IS EXPRESSED OR IS TO BE IMPLIED REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED ABOVE, THE RESULTS TO BE OBTAINED FROM THE USE OF THIS INFORMATION OR THE PRODUCT, THE SAFETY OF THIS PRODUCT, OR THE HAZARDS RELATED TO ITS USE. No responsibility is assumed for any damage or injury resulting from abnormal use or from any failure to adhere to recommended practices. The information provided above, and the product, are furnished on the condition that the person receiving them shall make their own determination as to the suitability of the product for their particular purpose and on the condition that they assume the risk of their use. In addition, no authorization is given nor implied to practice any patented invention without a license.

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Term Contract for Weed, Brush and Insect Control Chemicals
BID 11-011**

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.

Red River Specialties, Inc.

Legal Name of Contracting Company

Stan Jones

Contact Person

P.O. Box 1053 Pasadena, TX 77501

Complete Mailing Address

713-924-6929

Telephone Number

713-921-0074

Facsimile Number

Stan.Jones@rrsi.com

Email Address

[Signature]

Signature

Aug 12, 2010

Date

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



***Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
for Fort Bend County
BID 11-011***

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 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

**BID 11-011
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@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 07/29/10
Issued: 08/11/10

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: _____

A handwritten signature in black ink, consisting of a large, stylized 'B' followed by a flourish.

- 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: _____

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'B' shape, written over a horizontal line.

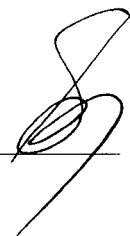
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written 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:

A handwritten signature in black ink, consisting of a stylized 'S' followed by a large, sweeping loop that extends upwards and to the right.

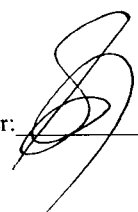
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed 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: _____

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'B' shape with a long, sweeping tail that extends downwards and to the right.

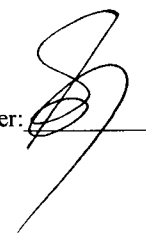
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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:



- 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.

Initials of Bidder:


A handwritten signature in black ink, consisting of a large, stylized 'S' or 'B' shape with a long, sweeping tail that extends downwards and to the right.

- 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: _____

A handwritten signature in black ink, consisting of a stylized, cursive 'S' followed by a horizontal line.

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.

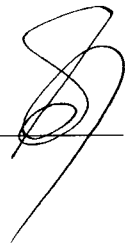
2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer 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:

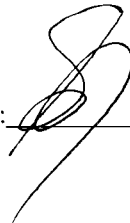
2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and 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: _____

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'B' shape with a long, sweeping tail that extends downwards and to the right.

- 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.

Initials of Bidder: _____

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a long, sweeping flourish extending downwards and to the right.

- 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:

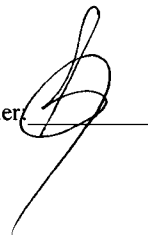
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- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no 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 effect 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

A handwritten signature in black ink, consisting of a large, stylized 'B' followed by a long, sweeping horizontal line that extends to the right.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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.

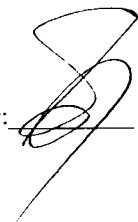
6.0 DELIVERY:

- 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: _____

A large, stylized handwritten signature in black ink, written over the line for the bidder's initials.

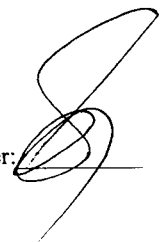
8.0 POINT OF CONTACT:

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:

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'B' shape with a horizontal line extending from the bottom right.

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

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	11.44			10.49		9.94	
Min Order						250 gal	
Returnable	N			Y		Y	

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	NB						
Min Order							
Returnable							

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

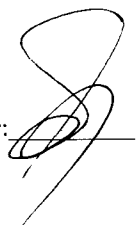
Price per Carton

	Carton	Unit of Issue
Price	NB	
Minimum Order		

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

Price per Carton

	Carton	Unit of Issue
Price	NB	
Minimum Order		



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	NB						
Min Order							
Returnable							
Brand							

Item #6: Arsenal

Price per Gallon

Arsenal Powerline

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	72.00		70.00	70.00		69.00	
Min Order	5 gal		135 gal	150 gal		250 gal	
Returnable	N		Y	Y		Y	

Item #7: Arsenal EUP, Habitat (Aquatic)


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	67.00		65.00				
Min Order	5 gal		135 gal				
Returnable	N		Y				

Item #8: Big Foot Dye SS

Price per Quart

	1 Quart	Other (State Size)
Price	NB	
Minimum Order		

Initials of Bidder: 

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	NB						
Min Order							
Returnable							

Item #10: Dupont Landmark Herbicide

Price per Pound

	1 lb Container	5 lb Container	Other (State Size)
Price	NB		
Minimum Order			

Item #11: Dupont Oust Extra

Price per Pound

	4 lb Container	25 lb Container	Other (State Size)
Price	63.00	1	
Minimum Order	4 lb.		

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	NB						
Min Order							
Returnable							

Item #13: Escort**Price per Ounce**

	1 oz Container	16 oz Container	Other (State Size)
Price	NB		
Minimum Order			

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	NB						
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	NB						
Min Order							
Returnable							

Item #16: Garlon 3A**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	58.00		57.00	58.00		55.49	
Min Order	5 gal		135 gal	30 gal		250 gal	
Returnable	N		Y	Y		Y	

Item #17: Garlon 4

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	78.00		76.00	77.00			
Min Order	5 gal		135 gal	30 gal			
Returnable	N		Y	Y			

Item #18: Glyphosate 41% +7.5% surfactant

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	11.50			11.30			
Min Order	240 gal			150 gal			
Returnable	N			Y			
Brand	Glyphes Xtra						

Item #19: Glyphosate 41% +14% surfactant

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	14.50			13.80		12.75	
Min Order	180 gal			150 gal		250 gal	
Returnable	N			Y		Y	
Brand	Razor Pro						

Item #20: Glyphosate 53.8% No surfactant

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	17.00			16.40			
Min Order	180gl			150gl			
Returnable	N			Y			
Brand	Aqua Neat						

Item #21: MSMA 6 Plus 47.60% Active

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	19.24						
Min Order	180gl						
Returnable	N						

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	282.00		280.00	280.00			
Min Order	5gl		15gl	30gl			
Returnable	N		Y	Y			

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	NB						
Min Order							
Returnable							

Initials of Bidder:

Item #24: Out Rider**Price per Ounce**

	20 oz Container	Other (State Size)
Price	12.24	
Minimum Order	20 oz	

Item #25: Plateau**Price per Gallon**

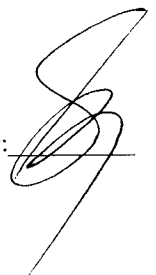
	1 gallon Container	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	Bulk State Size	Other State Size
Price	131.00	NA		121.00	121.00		
Min Order	2 gal			15 gal	30 gal		
Returnable	N			Y	Y		

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	NB						
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	NB						
Min Order							
Returnable							



Item #28: Rodeo Herbicide**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	14.50			14.25			
Min Order	180 gal			150 gal			
Returnable	N			Y			

Item #29: Roundup Pro Concentrate

50.2% isopropylamine salt of glyphosate complete with performance technology surfactant

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	19.74			19.54			
Min Order	240 gal			120 gal			
Returnable	N			Y			

Item #30: Roundup Pro Herbicide**Price per Gallon**

NA

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

Item #31: Sahara DG Herbicide**Price per Pound**

	2 lb Container	10 lb Container	40 lb Container	Other (State Size)
Price		11.40		
Minimum Order		40 lbs		
Returnable		N		

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	NB						
Min Order							
Returnable							

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

Price per pound:

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

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

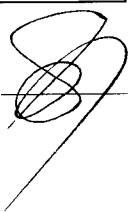
Price per Gallon

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	7.94			7.84			
Min Order	5 gal			30 gal			
Returnable	N			Y			
Brand	Red River	90					

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	18.00			18.00			
Min Order	5 gal			30 gal			
Returnable	N			Y			
Brand	Aqua Sun Plus						



**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	18.00			18.00			
Min Order	5 gal			30 gal			
Returnable	N			Y			
Brand	Aqua Sun Plus						

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	26.00						
Min Order	5 gal						
Returnable	N						
Brand	Sun Spot 100						

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	75.00		74.00	74.00			
Min Order	5 gal		15 gal	30 gal			
Returnable	N		Y	Y			

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	NB						
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		64.00					
Min Order		5 gal					
Returnable		N					

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	NB						
Min Order							
Returnable							
State Brand							

Item #42: Opensight by Dow AgroScience.

Price per Ounce

	20 oz Bottle	Other State Size
Price	5.06	
Min Order	20 oz	
Returnable	N	
State Brand	Open Sight	

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

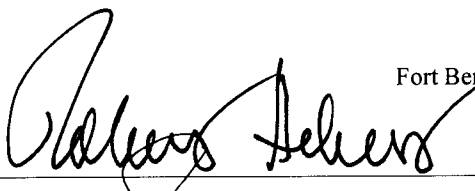
This memorandum of agreement made and entered into on the 14th day of September, 2010, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Red River Specialties, 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.

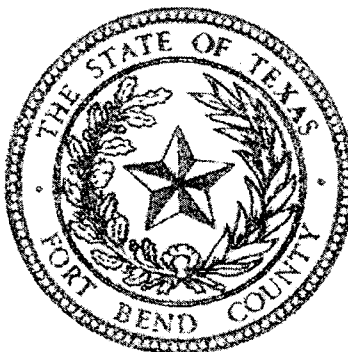
Executed at Richmond, Texas this _____ day of _____ 20____.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: Stan Jones Area Manager
Printed Name and Title

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



***Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
for Fort Bend County
BID 11-011***

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 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

**BID 11-011
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@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Vendor Information

UNIVAR USA

Legal Name of Contracting Company

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

832-386-3300

Telephone Number

281-864-9908

Facsimile Number

PO BOX 96649

Complete Mailing Address (for Correspondence)

Houston TX 77213

City, State and Zip Code

PO BOX 849027

Complete Remittance Address (if different from above)

DALLAS TX 75284-9027

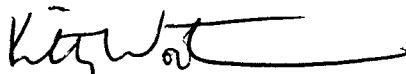
City, State and Zip Code

Kitty Wooton Customer Service Rep

Authorized Representative and Title (printed)

Kitty.Wooton@univarusa.com

Authorized Representative's Email Address



Signature of Authorized Representative

Initials of Bidder:



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: _____




- 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: _____



- 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: 


- 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: 

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: 


- 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.

Initials of Bidder: 

- 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: 

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: 

- 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.

Initials of Bidder: *K*

- 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:

- 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 effect 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: _____



4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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: 

Item #1: 2,4-D Amine Full aquaticPrice Per Gallon *No Bid*

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

Price per Gallon

275 GL TOTE

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	<i>76.30</i>			<i>76.30</i>	<i>75.25</i>		<i>75.30</i>
Min Order	<i>1</i>			<i>1</i>	<i>1</i>		<i>1</i>
Returnable	<i>No</i>			<i>No</i>	<i>No</i>		<i>No</i>

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

Price per Carton

	Carton	Unit of Issue
Price	<i>408.00 /CS</i>	<i>400 BRIQUETS/CS</i>
Minimum Order	<i>1</i>	<i>1 CASE</i>

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

Price per Carton

	Carton	Unit of Issue
Price	<i>651.20</i>	<i>220 BRIQUETS/CS</i>
Minimum Order	<i>1</i>	<i>1 CASE</i>

Initials of Bidder: *K*

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	1 Gallon Other State Size
Price				139.80			143.00
Min Order				1			1
Returnable				No			No
Brand	AQUAKONTROL 20-20						

Item #6: Arsenal**Price per Gallon** No Bid


	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 #7: Arsenal EUP, Habitat (Aquatic)**Price per Gallon** No Bid

	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 #8: Big Foot Dye SS**Price per Quart** No Bid

	1 Quart	Other (State Size)
Price		
Minimum Order		

Initials of Bidder: 

Item #9: Das Diuron 4L

Price per Gallon *No Bid*

	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 #10: Dupont Landmark Herbicide

Price per Pound *No Bid*

	1 lb Container	5 lb Container	Other (State Size)
Price			
Minimum Order			

Item #11: Dupont Oust Extra

Price per Pound *No Bid*

	4 lb Container	25 lb Container	Other (State Size)
Price			
Minimum Order			

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							<i>6.80</i>
Min Order							<i>1</i>
Returnable							<i>No</i>

50 GL DRUM

Initials of Bidder: *[Signature]*

Item #13: EscortPrice per Ounce **No Bid**

	1 oz Container	16 oz Container	Other (State Size)
Price			
Minimum Order			

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	18.40				17.69		18.39
Min Order	1 cs				1 Drum		1
Returnable	No				No		No
State Brand	Kontrol 4-4				Kontrol 4-4		Kontrol 4-4

275 GL TO TE

Item #15: FinalePrice per Gallon **No Bid**

	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 3APrice per Gallon **No Bid**

	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: K

Item #17: Garlon 4

Price per Gallon **No Bid**

	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 #18: Glyphosate 41% +7.5% surfactant

Price per Gallon **No Bid**

	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 #19: Glyphosate 41% +14% surfactant

Price per Gallon **No Bid**

	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: 

Item #20: Glyphosate 53.8% No surfactant

Price per Gallon

No Bid

	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 #21: MSMA 6 Plus 47.60% Active

Price per Gallon

No Bid

	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 #22: Milestone VM

Price Per Gallon

No Bid

	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 #23: Mosquitomist One ULV

Price per Gallon

No Bid

	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 #24: Out Rider

Price per Ounce *No Bid*

	20 oz Container	Other (State Size)
Price		
Minimum Order		

Item #25: Plateau

Price per Gallon *No Bid*

	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 #26: Pro-Mate Accuracy 30%

Price per Quart/Gallon *No Bid*

	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 *No Bid*

	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 *No Bid*

	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 #29: Roundup Pro Concentrate

50.2% isopropylamine salt of glyphosate complete with performance technology surfactant

Price per Gallon *No Bid*

	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 #30: Roundup Pro Herbicide

Price per Gallon *No Bid*

	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 *No Bid*

	2 lb Container	10 lb Container	40 lb Container	Other (State Size)
Price				
Minimum Order				
Returnable				

Item #32: Scourge

Price per Gallon *No Bid*

	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: *No Bid*

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

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

Price per Gallon *No Bid*

	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 *No Bid*

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

Price per Gallon *No Bid*

	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 *No Bid*

	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 *No Bid*

	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 #39: VectoBac 12AS or Equal

Biological larvicide Aqueous suspension 1.279 billion ITU per liter 1.2%

Price per Gallon **No Bid**

	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 **No Bid**

	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 #41: Duet by Clarke Mosquito Control

Price per Gallon **No Bid**

	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							

Initials of Bidder: 

Item #42: Opensight by Dow AgroScience.

Price per Ounce

No Bid

	20 oz Bottle	Other State Size
Price		
Min Order		
Returnable		
State Brand		

Initials of Bidder:

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 14 ^(14th) day of September ^(14th), 2010, 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 Univar USA
(hereinafter designated Contractor).
(company name)

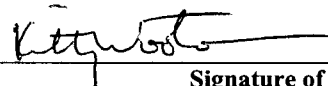
WITNESSETH:

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 _____ day of _____, 20____.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: Kitty Wooton CUSTOMER SERVICE REP
Printed Name and Title

Fort Bend County Specification Download Acknowledgment



***Invitation for Bid
Term Contract for Weed, Brush and Insect Control Chemicals
BID 11-011***

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.

Clarke Mosquito Control Products, Inc.

Legal Name of Contracting Company

Dan Cavazos / Terry Jurczewski

Contact Person

110 E. Irving Park Road, 4th Floor, Roselle, IL 60172

Complete Mailing Address

800-323-5727

Telephone Number

800-832-9344

Facsimile Number

dcavazos@clarke.com or tjurczewski@clarke.com

Email Address

T. Jurczewski

Signature

8/11/10

Date

8/11/10

Date

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



**Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
for Fort Bend County
BID 11-011**

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 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 11-011
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@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 07/29/10
Issued: 08/11/10

Fort Bend County Specification Download Acknowledgment



***Invitation for Bid
Term Contract for Weed, Brush and Insect Control Chemicals
BID 11-011***

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Clarke Mosquito Control Products, Inc.

Legal Name of Contracting Company

Dan Cavazos / Terry Jurczewski

Contact Person

110 E. Irving Park Road, 4th Floor, Roselle, IL 60172

Complete Mailing Address

800-323-5727

800-832-9344

Telephone Number

Facsimile Number

dcavazos@clarke.com or tjurczewski@clarke.com

Email Address

Dan Cavazos ^{TAT}
Signature

T. Jurczewski
Signature

8/23/10
Date

Vendor Information

Clarke Mosquito Control Products, Inc.

Legal Name of Contracting Company

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

800-323-5727

Telephone Number

800-832-9344

Facsimile Number

110 E. Irving Park Road, 4th Floor

Complete Mailing Address (for Correspondence)

Roselle, IL 60172

City, State and Zip Code

16277 Collections Center Drive

Complete Remittance Address (if different from above)

Chicago, IL 60693

City, State and Zip Code

Dan Cavazos - Control Consultant or Terry Jurczewski - Inside Sales

Authorized Representative and Title (printed)

dcavazos@clarke.com

tjurczewski@clarke.com

Authorized Representative's Email Address

Dan Cavazos *TJ* *T Jurczewski*

Signature of Authorized Representative

Initials of Bidder:


DC *TJ*

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: AC CAS

- 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: DC 

- 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: DC



- 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: DC TAU

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: DC GAK

- 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.

Initials of Bidder: DC FND

- 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: SC GAA

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: DC GM

- 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.

Initials of Bidder: DE TAO

- 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: DC GAO

- 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 effect 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: DC THJ

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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: DC TAY

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: DC GAJ

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

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #2: 30+30 (Permethrin 30% Piperonyl butoxide 30%) Biomist 30 + 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	\$125.50	\$125.50	N/A	\$118.46	\$118.46		Tote (275 gal) \$122.02
Min Order	2.5 gal	One	One	One	One		One
Returnable				*Yes	*Yes		YES

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

Price per Carton

	Carton	Unit of Issue
Price	\$408.00/case	400/case
Minimum Order	1 tray (100 briquets)	100

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

Price per Carton

	Carton	Unit of Issue
Price	\$651.20/case	220/case
Minimum Order	one (1) case	220/case

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	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Min Order							
Returnable							
Brand							

Item #6: Arsenal

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #7: Arsenal EUP, Habitat (Aquatic)

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #8: Big Foot Dye SS

Price per Quart

	1 Quart	Other (State Size)
Price	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #10: Dupont Landmark Herbicide

Price per Pound

	1 lb Container	5 lb Container	Other (State Size)
Price	NO BID	NO BID	NO BID
Minimum Order			

Item #11: Dupont Oust Extra

Price per Pound

	4 lb Container	25 lb Container	Other (State Size)
Price	NO BID	NO BID	NO BID
Minimum Order			

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	\$8.23	\$8.23		\$6.70	\$6.41	\$5.52	\$6.68 (Tote-275
Min Order	2.5 gal	One (1)		One (1)	One (1)	1,000 gal.	gallons
Returnable	No	No		*YES	*YES		YES

Item #13: Escort

Price per Ounce

	1 oz Container	16 oz Container	Other (State Size)
Price	NO BID	NO BID	NO BID
Minimum Order			

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

Price per Gallon Biomist 4 + 4

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	\$31.76	\$31.76	N/A	\$31.13	\$29.34		\$32.96/tote
Min Order	2.5 gallon	One (1)		One (1)	One (1)		One (1)
Returnable	No	No		*Yes	*Yes		Yes
State Brand	Clarke	Clarke		Clarke	Clarke		Clarke

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #16: Garlon 3A

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #17: Garlon 4

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #18: Glyphosate 41% +7.5% surfactant

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
Brand							

Item #19: Glyphosate 41% +14% surfactant

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
Brand							

Item #20: Glyphosate 53.8% No surfactant

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							
Brand							

Item #21: MSMA 6 Plus 47.60% Active

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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	N/A	N/A	N/A	\$47.79	\$43.00		\$38.00 (Total)
Min Order				One (1)	One (1)		275 gallons
Returnable				*Yes	*Yes		Yes

Item #24: Out Rider

Price per Ounce

	20 oz Container	Other (State Size)
Price	NO BID	NO BID
Minimum Order		

Item #25: Plateau

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #28: Rodeo Herbicide

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #29: Roundup Pro Concentrate

50.2% isopropylamine salt of glyphosate complete with performance technology surfactant

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #30: Roundup Pro Herbicide

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	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Min Order							
Returnable							

Item #31: Sahara DG Herbicide

Price per Pound

	2 lb Container	10 lb Container	40 lb Container	Other (State Size)
Price	NO BID	NO BID	NO BID	NO BID
Minimum Order				
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	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Min Order							
Returnable							

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

Abate 5% Pellets

Price per pound:

	44 lb. Container	Other (State Size)
Price	\$6.73/lb.	None
Minimum Order	1/2 case	None
Brand	Clarke	

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	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
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	No Bid	No Bid	No Bid	No Bid	No Bid		
Min Order							
Returnable							
Brand							

**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	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
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	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
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	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Min Order							
Returnable							

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	\$27.05	\$27.05	N/A	\$26.90	N/A	N/A	\$26.65 (Tote)
Min Order	2.5 gallons	One (1)		One (1)			264 gallons) One (1)
Returnable	No	No		No			Yes
State Brand	Valent	Valent		Valent			Valent

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	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Min Order							
Returnable							

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	\$167.39	\$167.39		\$163.92	\$155.84		\$155.84 (275 gal tote)
Min Order	2.5 gallon	One (1)		One (1)	One (1)		tote)
Returnable	No	No		*Yes	*Yes		Yes
State Brand	Clarke	Clarke		Clarke	Clarke		Clarke

Item #42: Opensight by Dow AgroScience.

Price per Ounce

	20 oz Bottle	Other State Size
Price	No Bid	No Bid
Min Order		
Returnable		
State Brand		

*Customers can choose if they want to participate in Clarke's Returnable Drum Program. If they want to participate they will be charged \$1.00/gal for every gallon of product purchased in 30 or 55 gallon drums. More information to follow if interested. Please let us know. Clarke's Returnable Drum Program will free our customers from the burden and costs of: Man-hrs for triple rinsing drums, storage and containment for the rinse waters, disposal costs for the rinse waters and legal liabilities associated with Pesticide Container Management and end-of-life deposition.

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

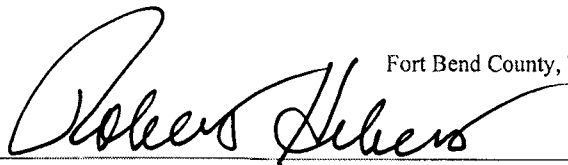
This memorandum of agreement made and entered into on the 14 day of September, 2010, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Clarke Mosquito Control Products, 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 _____ day of _____, 20____.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: Dan Cavazos Sales Consultant
Printed Name and Title

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

***Term Contract for the Purchase of Weed, Brush and Insect Control Chemicals
for Fort Bend County
BID 11-011***

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 26, 2010
1:30 PM (Central)**

MARK ENVELOPE:

**BID 11-011
Weed, Brush & Insect Control Chemicals**

**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
or
Fax:281-341-8645**

**Prepared: 07/29/10
Issued: 08/11/10**

Vendor Information

CLOP Production Services

Legal Name of Contracting Company

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

281-987-9400

Telephone Number

281-987-8969

Facsimile Number

13622 E-Hardy Rd

Complete Mailing Address (for Correspondence)

HOUSTON, TX 77039

City, State and Zip Code

P.O. Box 10

Complete Remittance Address (if different from above)

WALL LAKE, IA 51466

City, State and Zip Code

A.J. Thibodeaux Sales Rep

Authorized Representative and Title (printed)

aubrey.thibodeaux@cpsagu.com

Authorized Representative's Email Address

A.J. Thibodeaux

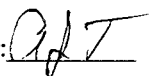
Signature of Authorized Representative

Initials of Bidder

A.J.

1.0 GENERAL REQUIREMENTS:

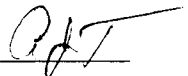
- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, 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: 

- 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: 

- 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: 

- 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: 

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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.

- 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.

Initials of Bidder: 

- 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



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.

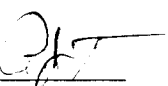
2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer 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:

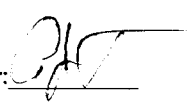
2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and 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:



- 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.

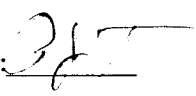
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such 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: 

- 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 effect 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: 

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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.

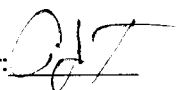
6.0 DELIVERY:

- 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: QJZ

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

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	10.59			10.24			
Min Order	10 gal			30 gal			
Returnable	Y			Y			

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		

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**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	62.90		59.90				
Min Order	10 gal		15 gal				
Returnable	N		Y				

Item #7: Arsenal EUP, Habitat (Aquatic)**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	62.90		59.90				
Min Order	10 gal		15 gal				
Returnable	N		Y				

Item #8: Big Foot Dye SS**Price per Quart**

	1 Quart	Other (State Size)
Price	15.00	
Minimum Order	12 qt	

Initials of Bidder

CJT

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	\$ 21.00			21.00			
Min Order	10 gal			30 gal			
Returnable	N			Y			

Item #10: Dupont Landmark Herbicide**Price per Pound***Landmark X P Custom Pack*

	1 lb Container	5 lb Container	Other (State Size)
Price			8.88 03
Minimum Order			

Item #11: Dupont Oust Extra**Price per Pound***Custom Pack*

	4 lb Container	25 lb Container	Other (State Size)
Price			5.00 P/O3
Minimum Order			

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 *xP***Price per Ounce**

Custom Pack

	1 oz Container	16 oz Container	Other (State Size)
Price			<i>10.35 P/oz</i>
Minimum Order			

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							
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**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	<i>63.00</i>			<i>63.00</i>			
Min Order	<i>10 gal</i>			<i>30 gal</i>			
Returnable	<i>N</i>			<i>Y</i>			

Initials of Bidder: *QFT*

Item #17: Garlon 4**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	\$82.00			\$82.00			
Min Order	10 gal			30 gal			
Returnable	N			Y			

Item #18: Glyphosate 41% +7.5% surfactant**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	\$11.58			\$10.55			
Min Order	10 gal			30 gal			
Returnable	N			Y			
Brand	Razox						

Item #19: Glyphosate 41% +14% surfactant**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	12.26			11.12			
Min Order	10 gal			30 gal			
Returnable	N			Y			
Brand	Razox Pro						

Item #20: Glyphosate 53.8% No surfactant

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	12.54			12.54			
Min Order	10 gal			30 gal			
Returnable	N			Y			
Brand	Rodeo						

Item #21: MSMA 6 Plus 47.60% Active

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	18.20						
Min Order							
Returnable	N						

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	320.00						
Min Order							
Returnable	N						

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							

Item #24: Out Rider**Price per Ounce**

	20 oz Container	Other (State Size)
Price	12.00 P/oz	
Minimum Order	1 case	

Item #25: Plateau**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	120.00	111.00		110.00			
Min Order	2 gal	10 gal		15 gal			
Returnable	N	N		Y			

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**

	2.5 gallon Container	5 gallon Container	15 gallon Container	30 gallon Container	55 gallon Container	Bulk State Size	Other State Size
Price	\$12.54			\$12.54			
Min Order	5 gal			30 gal			
Returnable	Y N			Y			

Item #29: Roundup Pro Concentrate

50.2% isopropylamine salt of glyphosate complete with performance technology surfactant

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	\$14.75			\$14.75			
Min Order	10 gal			30 gal			
Returnable	N			Y			

Item #30: Roundup Pro Herbicide**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	10.50	\$10.50	\$10.00	
Minimum Order		10 lb	40 lb	
Returnable		N	Y	

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	9.80						
Min Order	10 gal						
Returnable	N						
Brand	Phlocol 90-10						

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	9.80						
Min Order	10 gal						
Returnable	N						
Brand	SPHecol 90-10						

**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	9.80						
Min Order	10 gal						
Returnable	N						
Brand	Blewer 90-10						

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	29.35						
Min Order	10 gal						
Returnable							
Brand	NH-Film IR						

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	22.00 22.00 Q/T						
Min Order	10 gal						
Returnable	N						

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		\$64.00		\$61.00			
Min Order							
Returnable		N		Y			

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							

Item #42: Opensight by Dow AgroScience.

Price per Ounce

6x1.25 lb.

	20-oz Bottle	Other State Size
Price	82.00 P/Lb	
Min Order		
Returnable	N.	
State Brand	Opensight	Dow

Initials of Bidder

CT

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 14th day of September 2010, 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 Pro Production Services, Inc (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 _____ day of _____, 20____.

By: Robert Hebert Fort Bend County, Texas
County Judge

By: [Signature]
Signature of Contractor

By: Wayne Dukes
DIRECTOR - FORESTRY & WILDLIFE
Pro Production Services
Printed Name and Title