



October 1, 2025

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

MET IN A REGULAR MEETING AT 10:00 A.M. IN THE COMMISSIONERS' COURTROOM IN THE COUNTY COURTHOUSE AT 211 S. ANN STREET SUITE 104 PORT LAVACA, CALHOUN COUNTY, TEXAS.

THE FOLLOWING MEMBERS WERE PRESENT:

Vern Lyssy
†David Hall
Ronald Best
Joel Behrens
Gary Reese
Anna Goodman
By: Kaddie Smith

County Judge
Commissioner Pct 1
Commissioner Pct 2
Commissioner Pct 3
Commissioner Pct 4
County Clerk
Deputy Clerk

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order by Judge Vern Lyssy at 10am

2. Invocation.

Commissioner Ronald Best

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese

Texas Flag: Commissioner Joel Behrens

4. General Discussion of Public Matters and Public Participation.

Gary Jackson expressed concern regarding the 9/11 Conspiracy book and explained it should be admitted into all CCISD Libraries.

5. Approve September 24, 2025 Commissioners' Court Meeting Minutes. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

6. Monthly MMC Report given by Erin Clevenger. (VLL)

Erin Clevenger gave the report.

7. Consider and take necessary action to approve the Amending Plat of Spradlin Place. (RB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

8. Consider and take necessary action to transfer a Dell Latitude 550 BXT Base Laptop Serial No. 658XQV2 from the County Court at Law Inventory to the County Clerk. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

9. Consider and take necessary action to accept anonymous donation to the Sheriffs Office to be deposited into the Motivation account (2697-001-49082-679) in the amount of \$75.00. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

10. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Insecticides for Mosquito Control, Bid Number 2026.01, for the period January 1, 2026 through December 31, 2026, and authorize the County Auditor to advertise for bids. Bids will be due before 2:00:00PM, Thursday, October 30, 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

11. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Road Materials, Bid Number 2026.02, for the period January 1, 2026 through December 31, 2026, and authorize the County Auditor to advertise for bids. Bids will be due before 2:00:00PM, Thursday, October 30, 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

12. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Asphalts, Oils and Emulsions, Bid Number 2026.03, for the period January 1, 2026 through December 31, 2026, and authorize the County Auditor to advertise for bids. Bids will be due before 2:00:00PM, Thursday, October 30, 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

13. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Delivered Fuel, Bid Number 2026.04, for the period January 1, 2026 through December 31, 2026, and authorize the County Auditor to advertise for bids. Bids will be due before 2:00:00Pm, Thursday, October 30, 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

14. Consider and take necessary action to accept proposal from Odefey, Witte, Wall, Villafranca, LLP to complete easement paperwork for the drainage improvements along the Heron Slough. The work will not exceed \$50,000 and will be covered under the County's General Land Office CDBG-MIT grant funds. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

15. Consider and take necessary action to approve Change Order No. 3 for Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract No. 22-085-014-D245 for Calhoun County, Texas and Authorize Commissioner Reese to Sign. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

16. Consider and take necessary action to approve a proclamation declaring October 5-11, 2025 as National 4-H Week in Calhoun County. (VLL)

Emilee DeForest read the resolution. Clay Brumfield, Bryce Sandy and Dalton Garner introduced themselves.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

17. Consider and take necessary action to remove the following vehicles from the Sheriffs Office fleet.

- a) 2012 DODGE PK VIN# 1 C6RD7PTXCS 180026
- b) 2019 CHEV SIL VIN#IGCUYEED5KZ152132
- c) 2019 CHEV SIL VIN#IGCUYEEDXKZ155480

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

18. Consider and take necessary action on 2025 budget adjustments. (VLL)

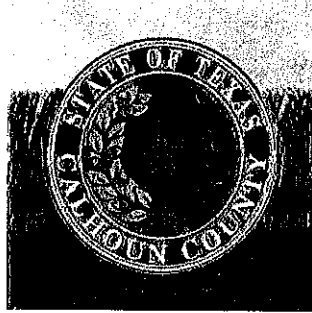
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

19. Approval of bills and payroll. (VLL)

MMC	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald Best, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

County:	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald Best, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

20. Adjourn.
JB/RB 10:38am



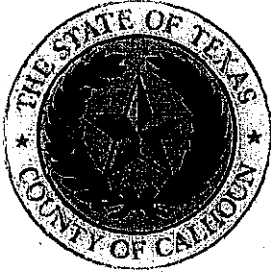
CALHOUN COUNTY COMMISSIONERS' COURT PACKET COMPLETION SHEET

-
- ☒ **All Agenda Items Properly Numbered**
- ☒ **Contracts Completed and Signed**
- ☐ **All 1295's Accepted**
- ☒ **All Documents for Clerk Signature Flagged
(All documents needing to be attested to need to be
signed day of Commissioner's Court.)**

On this 1st day of October 2025, the packet
for the 1st day of October 2025 Commissioners'
Special Regular Session was submitted from the Calhoun County Judge's
office to the Calhoun County Clerk's Office.

Debbie Vickery
Calhoun County Judge/Assistant

AGENDA



Vern L. Lyssy
County Judge

David Hall, Commissioner, Precinct 1
Ronald Best, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

NOTICE OF MEETING

The Commissioners' Court of Calhoun County, Texas will meet on
Wednesday, October 1, 2025 at 10:00 a.m. in the
Commissioners' Courtroom at the County Courthouse located at 211 S. Ann Street, Suite
104, Port Lavaca, Calhoun County, Texas.

AGENDA

The subject matter of such meeting is as follows:

1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Approve September 24, 2025 Commissioners' Court Meeting Minutes. (VLL)
6. Monthly MMC Report given by Erin Clevenger. (VLL)
7. Consider and take necessary action to approve the Amending Plat of Spradlin Place.
(RB)
8. Consider and take necessary action to transfer a Dell Latitude 550 BXT Base Laptop
Serial No. 658XQV2 from the County Court at Law Inventory to the County Clerk.
(VLL)
9. Consider and take necessary action to accept anonymous donation to the Sheriffs
Office to be deposited into the Motivation account (2697-001-49082-679) in the
amount of \$75.00. (VLL)
10. Consider and take necessary action to approve the Specifications and the Invitation
to Bid Packet for the Annual Supply Contract for Insecticides for Mosquito Control,

3:30 FILED
AT _____ O'CLOCK _____ M
SEP 25 2025

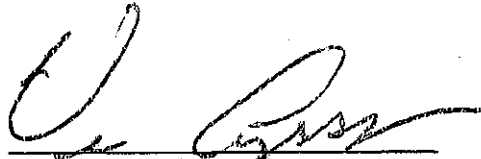
ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
DEPUTY

Anna Goodman

Bid Number 2026.01, for the period January 1, 2026 through December 31, 2026, and authorize the County Auditor to advertise for bids. Bids will be due before 2:00:00PM, Thursday, October 30, 2025. (VLL)

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18. Consider and take necessary action on 2025 budget adjustments. (VLL)
19. Approval of bills and payroll. (VLL)

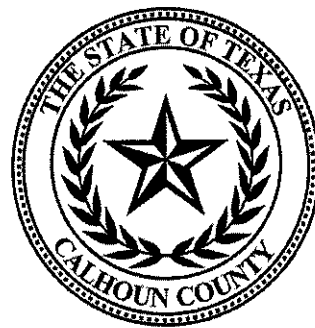
20. Adjourn.

A handwritten signature in black ink, appearing to read 'Vern Lyssy', is written over a horizontal line.

Vern Lyssy, County Judge
Calhoun County, Texas

A copy of this Notice has been placed on the inside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public during regular business hours. This Notice shall remain posted continuously for at least 3 business days preceding the scheduled meeting time. For your convenience, you may visit the county's website at www.calhouncotx.org under "Commissioners' Court Agenda" for any official court postings.

04



October 1, 2025

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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Vern Lyssy
†David Hall
Ronald Best
Joel Behrens
Gary Reese
Anna Goodman
By: Kaddie Smith

County Judge
Commissioner Pct 1
Commissioner Pct 2
Commissioner Pct 3
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2. Invocation.

Commissioner Ronald Best

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese

Texas Flag: Commissioner Joel Behrens

4. General Discussion of Public Matters and Public Participation.

Gary Jackson expressed concern regarding the 9/11 Conspiracy book and explained it should be admitted into all CCISD Libraries.

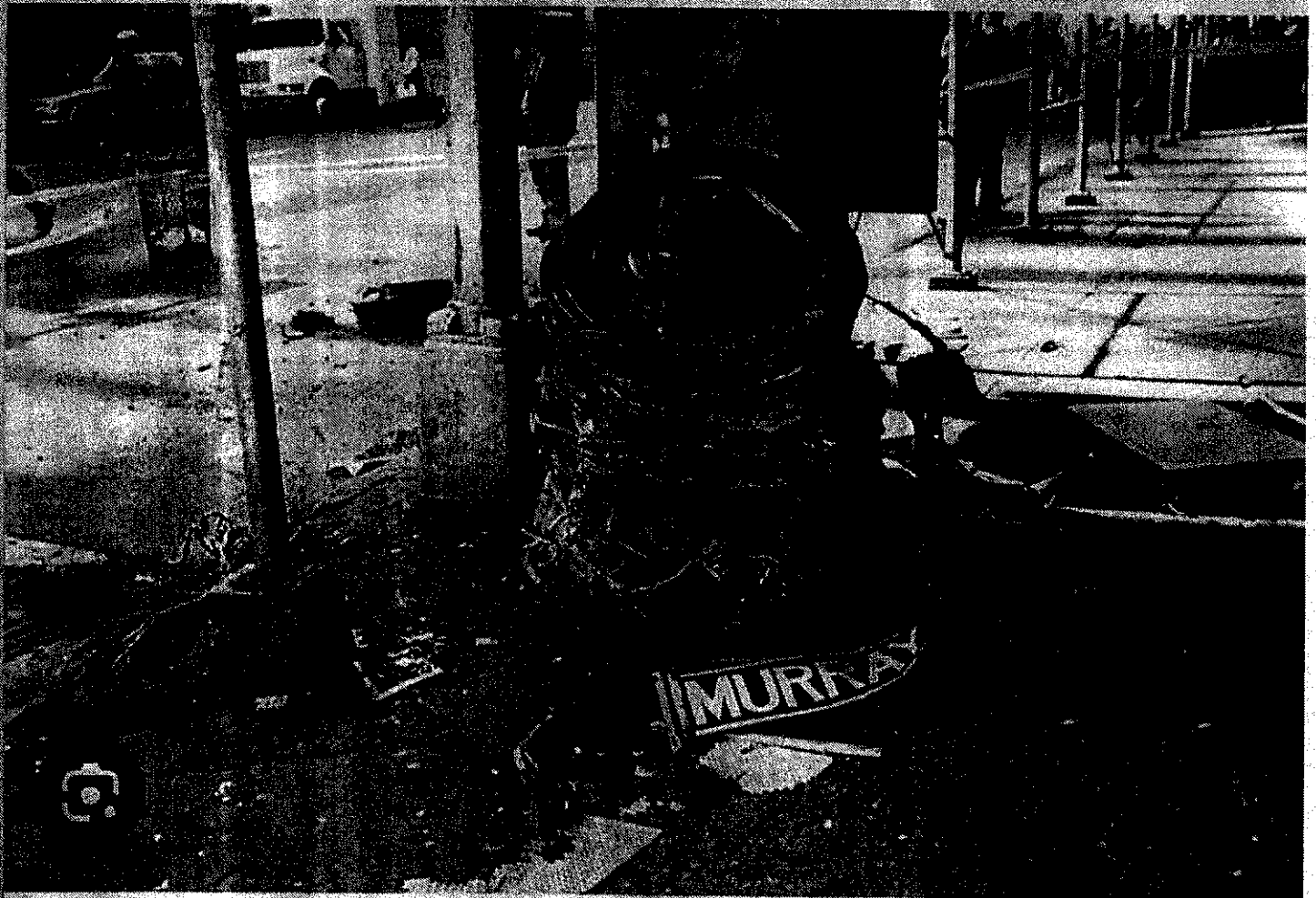
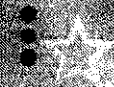


Dr. Judy Wood

Dr. Judy Wood earned a Ph.D. Degree from Virginia Tech and is a former professor of mechanical engineering. She has research expertise in experimental stress analysis, structural mechanics, deformation analysis, materials characterization and materials engineering science. Her research has involved testing materials, including complex-material systems, in the area of photomechanics, or the use of optical and image-analysis methods to determine physical properties of materials and measure how materials respond to forces placed on them. Her area of expertise involves interferometry in forensic science. She taught graduate and undergraduate engineering classes and has authored or co-authored over 60 peer-reviewed papers and journal publications in her areas of expertise.



Lisa Quinones Photography



September 11 Terrorist Attack on NYC | Lisa Quinones Photography

Visit >

Creator: Lisa Quinones | Credit: ©Lisa Quinones

Copyright: ©2001 Lisa Quinones

Want to know where this information comes from? [Learn more](#)

After 23+ years, people still struggle with the plane / no plane debate.
It's a great distraction from what happened to seven buildings with a WTC prefix on 9/11.

The FBI and NTSB have no records to prove that plane wreckage was found.

What happens when you approach the FBI for to "produce agency records, concerning documentation revealing the process by which wreckage recovered from the aircraft used during the terrorist attacks on September 11, 2001 was positively identified (with the aid of the National Transportation Board) as belonging to the said aircraft, presumably through the use of unique serial number identifying information contained by said aircraft wreckage, that was collected."

A July 18th 2008, Freedom of Information Act response from the National Transportation Safety Board, the NTSB, indicates that it possesses no records indicating how wreckage recovered from the four aircraft used during the terrorist attacks of September 11th 2001 was positively identified as belonging to the four planes reportedly hijacked that day or even if such wreckage was positively identified at all.

Records from parts identification numbers on THIS engine have NO MATCH to maintenance records!

AI:

The serial numbers on the engine part found on Church and Murray Streets have not been matched to the maintenance records of United Airlines Flight 175, a Boeing 767 aircraft that crashed into the South Tower of the World Trade Center on September 11, 2001.

However, the National Transportation Safety Board (NTSB) and the Federal Aviation Administration (FAA) said they verified the serial number on the engine part, which confirmed its origin from United Airlines Flight 175 but the documents are not available.

ME:

#4

Calhoun County Commissioners Court Public Participation Form

1. Review Rules of Procedure, Conduct and Decorum.
2. Fill out Public Participation Form completely and submit to the Clerk.
3. When agenda item is called, clearly state your name into the microphone.
3 minutes will begin once you approach the podium.

(Please print)

Name: Gerhardt Soza Jackson

Do you represent any particular group or organization? YES ☒ NO (Circle One)

Please provide the name: Retired

Which agenda item do you wish to address? 911 Book Request

NOTE: By submitting this request to address the Calhoun County Commissioners Court (the "Commissioners Court"), I agree to state my name for the Commissioners Court's record and to comply with the Rules of Procedure, Conduct and Decorum. I understand the Commissioners Court is not a proper forum to publicly demean any group or individual and that the use of any profane, insulting, demeaning or threatening language directed toward the Commissioners Court and/or any group or individual and/or the use of any slurs or epithets relating to race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals will not be tolerated. I also understand that in order to prevent distractions and interruptions to the orderly business being conducted by the Commissioners Court, I shall not display or bring into the Commissioners Courtroom items including, but not limited to signs; placards; posters; photographs; flags; personal property structures or personal property items other than personal effects, notebooks, laptops and personal devices; or other related items unless such items are requested by the Commissioners Court for demonstration purposes in relation to a specific Agenda Item being considered by the Commissioners Court. I acknowledge and agree that, if I fail to conduct myself according to the Rules, the remainder of my speaking time may be cancelled; I may be removed from the meeting; receive a Contempt of Court citation pursuant to Chapter 81 of the Texas Local Government Code; be charged under Texas Penal Code Section 42.05 (Disrupting Meeting or Procession); be charged under Texas Penal Code Section 38.13 (Hindering Proceedings By Disorderly Conduct); lose my speaking privileges; and/or receive any such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes, and Codes of the State of Texas.

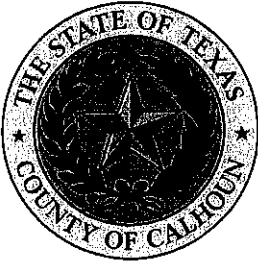
I have read and agree to abide by the Calhoun County Rules of Procedure, Conduct and Decorum at Meetings of the Calhoun County Commissioners Court.

Signature: Dary Jackson Date: Oct 1, 2025

05

5. Approve September 24, 2025 Commissioners' Court Meeting Minutes. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese



Vern L. Lyssy
County Judge

David Hall, Commissioner, Precinct 1
Ronald Best, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

The Commissioners' Court of Calhoun County, Texas met on Wednesday,
September 24, 2025 at 10:00 a.m. in the Commissioners' Courtroom in the
County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun
County, Texas.

Attached are the true and correct minutes of the above referenced meeting.

Vern L. Lyssy, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

Kaddie Smith
Deputy Clerk





September 24, 2025

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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Joel Behrens
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Anna Goodman
By: Kaddie Smith

County Judge
Commissioner Pct 1
Commissioner Pct 2
Commissioner Pct 3
Commissioner Pct 4
County Clerk
Deputy Clerk

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 10am by Judge Vern Lyssy

2. Invocation.

Commissioner Ronald Best

3. Pledges of Allegiance.

US Flag: Commissioner Joel Behrens
Texas Flag: Commissioner Gary Reese

4. General Discussion of Public Matters and Public Participation.

none

5. Consider and take necessary action on conceptual plans presented by Tania French concerning a Half Marathon – Miles by the Bay crossing multiple jurisdictions within Calhoun County. (RB)

Tania French and Andy Cardona explained. TxDot has been notified.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

6. Consider and take necessary action to approve Calhoun County Fair Association change location of the Beer Garden at the 2025 Calhoun County Fair. See map suggested for location. (RB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

7. Consider and take necessary action to approve Calhoun County Fair Association to partner with 5D to sell alcohol at the 2025 Calhoun County Fair. See map for locations. (RB)

Security will be provided and insurance will be presented to the auditor 2 weeks before event.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

8. Consider and take necessary action on declaring the month of October, 2025 "Domestic Violence Awareness Month". (VLL)

Martha Perez and Carrissa Solis read an order.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald Best, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

9. Consider and take necessary action to declare the items listed on the Waste Declaration Request Form as waste and remove from EMS Inventory. See attached. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

10. Consider and take necessary action to declare the items listed as Surplus/Salvage on the attached Surplus Salvage Request Form from EMS inventory and approve their trade in when new equipment/upgrade was purchased. See attached. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

11. Consider and take necessary action on Matagorda Bay Mitigation Trust Contract No.102 - Green Lake Park Development – Maintenance Equipment and authorize County Judge to sign. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

12. Consider and take necessary action on authorizing Commissioner Reese to accept Source Well Proposals and sign sales agreements to purchase Maintenance Equipment for Green Lake Park Development. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

13. Consider and take necessary action on insurance proceed checks from TAC in the amount of \$14,033.58 (\$16,533.58 - \$2,500.00 deductible) for damages to a Sheriff's Office vehicle on 8-24-25. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

14. Consider and take necessary action to amend the 2025 Salary Order. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

15. Consider and take necessary action to release final payment and retainage for \$26,081.20 to Shirley & Sons Construction Co. for Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion and authorize County Judge to sign all closeout documentation. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

16. Consider and take necessary action to accept proposal from KSBR, LLC to prepare grant application to the Matagorda Bay Mitigation Trust for the replacement of the bridge at Little Chocolate Bayou Park in Precinct 1; preparation fee of \$1,000, to be paid with GOMESA funds. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

17. Consider and take necessary action to allow Commissioner Best to apply for the Matagorda Bay Mitigation Grant and hire KSBR, LLC to complete the application. (RB)

pass

18. Consider and take necessary action to authorize Judge Lyssy to sign Resolution authorizing Commissioner Best to apply for Golden Crescent Regional Planning Commission Regional Solid Waste Grant for four roll-off containers. (RB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

19. Consider and take necessary action to authorize KSBR to prepare and possibly present the grant to Golden Crescent Regional Planning Commission Regional Solid Waste Grant for four roll-off containers for a fee. (RB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

20. Consider and take necessary action on insurance proceeds check from United Fire Group Insurance on behalf of Supak Inc. in the amount of \$24,794.63 for water damages that occurred on 6-10-25 at the Port O'Connor Library. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

21. Accept Reports from the following County Offices:

a) District Clerk – August, 2025

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

22. Consider and take necessary action on 2025 budget adjustments. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

23. Approval of bills and payroll. (VLL)

MMC:	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald Best, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

County Bills:	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald Best, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

24. Adjourn.

10:37am GR/RB

06

6. Monthly MMC Report given by Erin Clevenger. (VLL)

Erin Clevenger gave the report.

CEO Report to the Board of Managers

September 2025

Prepared by: Erin Clevenger, CEO

Mission Connection

Memorial Medical Center continues to fulfill its mission of providing quality healthcare close to home. Our staff remain dedicated to ensuring patients receive timely, compassionate care.

A recent example was in our ER, where a surge of critical patients was met with seamless teamwork, resulting in rapid assessment and treatment without delays. These moments reflect why MMC is such an essential part of our community.

Strategic & Operational Updates

Service Line Growth:

- Surgical volumes are showing growth (Jun: 47, Jul: 52, Aug: 69), with continued promoted cooperation between our clinic and hospital departments.
- Lab Health Screening Program: The Lab Health Screening Program, recently launched, allows patients to access affordable, upfront laboratory testing without the need for insurance billing. This program creates a new cash revenue stream without additional overhead costs.

Facilities Projects:

- Roof and HVAC replacement projects remain on schedule (ahead on some), but continue to be a daily (welcome) disruption to services and patient flow. Our team is handling the issues as they arise with great flexibility and understanding.
The most significant move this month is the temporary relocation of the departments on part of the second floor (Memorial Medical Clinic Hospital Campus, Infusion Services, Program Hope, and Specialty Clinic).

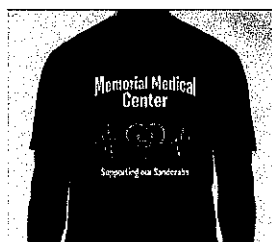
Service Utilization & Outcomes:

- We have continued to emphasize expectations of our ER and Hospitalist staffing partner, ESS, demanding measurable improvement in the way patients are admitted and transitioned to the most appropriate setting. This includes more effective use of inpatient admissions and swing bed services, and ensuring patients receive the right level of care while strengthening MMC's ability to serve our community and sustain operations.
- Continued engagement with CLA and Texas A&M Rural Community Health Institute Rural Engagement Program (TxRep). Presentation by group will be given at this meeting.

- **Lab Purchasing:** We have shifted lab purchasing from Materials Management to the lab to reduce backorders and cut freight and overnight shipping charges. With their specialized knowledge, lab staff are better equipped to manage standing orders and identify cost saving opportunities when ordering supplies.

Workforce & Staffing

- **Provider Recruitment:** September marks the first month of practice for Dr. Katherine Cantu (Family Medicine w/OB). She is expected to quickly build volume in both the clinic and hospital, enhancing access for women's health, obstetrics, geriatrics, and primary care.
- **Leadership:** Sharon Simms is completing her first month as Practice Administrator. Her leadership is already showing strong alignment of our mission, improved scheduling processes, and better patient flow between clinics and hospital services.
- **Employee Development:** MMC remains committed to strengthening and promoting leadership capacity and educational opportunities for our employees.
 - Through a scholarship provided by the Texas A&M Rural Engagement Program, I recently completed the Rural Hospital CEO Certification course, earning the RHCEOC credential. This training provided additional tools to assist me in navigating today's rural healthcare challenges.
 - Our CFO is currently enrolled in the RHCFOC program, and is expected to graduate in a few months. This is also being covered through the A&M TxREP group.
 - Our Clinic Practice Administrator will join the next available Cohort to earn her Certified Rural Health Clinic Professional (CRHCP) certification through the National Association of Rural Health Clinics (NARHC).
 - Dietary: One of our dietary team members, Jason Loya, has been promoted to Supervisor. With his promotion, he was presented with a very generous scholarship from Luby's which covers tuition for a course to become a Certified Dietary Manager, Certified Food Protection Professional (CDM, CFPP). The scholarship covers tuition, a computer, all required textbooks, and a proctor.
- **Employee Engagement:** The Employee Activities Team (EAT Committee) continues to sponsor morale-building events and activities that bring staff together in ways not allowable with county funds. These efforts support retention and reinforce MMC's culture of teamwork.
 - Calhoun/MMC Spirit Shirts: The EAT Committee held a design contest, where employees design and vote on their favorite spirit shirt. The winner was Jacqueline Herrera from Pharmacy. The shirts can be purchased and worn by employees on Fridays.



Community & Stakeholder Engagement

- MMC has been actively engaged in conversations with both state and federal decision-makers, including the Texas Office of Rural Hospital Finance and Coordination, to ensure transformation funds are applied meaningfully at the facility level.
- The Board webpage is being updated for transparency, and agendas are consistently posted to keep the public informed. We are now including archived agendas and working on ways to make the packet contents more accessible to the public. Please visit our page at www.mmcportlavaca.com and feel free to give me any suggestions.

Risks & Watch Items

- Policy & Reimbursement: The OBBBA creates significant challenges for rural hospitals, while HB18 provides helpful offsetting support. Upcoming Medicaid changes and DSH reductions remain a concern.

In the News & Media Highlights

Recent coverage and articles related to healthcare and MMC are attached. These include stories on local service expansions, state and federal policy impacts, and community features that reflect the work being done at MMC. I will begin sharing notable articles with you throughout the month, so watch your inboxes!

- THA Urges Congress to Make Enhanced Premium Tax Credits Permanent
- THA 2025 End of Session Report
- Tenth Cohort Graduates from Rural Hospital CEO Certification Program
- DeTar CEO Announces Departure

Closing

While challenges remain, MMC is positioned to move forward with strength, thanks to the dedication of our staff, the support of the Board of Managers and Calhoun County, and the trust of our community. I appreciate your continued leadership and advocacy as we navigate this critical time for rural healthcare.

Respectfully submitted,

Erin Clevenger, BSN, RN, CRHCP, RHCEOC

Chief Executive Officer



About **4 million Texans** are signed up for health coverage through federal Affordable Care Act (ACA) Marketplace plans. Premium tax credits offered by the ACA help an overwhelming number of Marketplace enrollees purchase their insurance; **95% of Texas enrollees receive such a credit**, according to data from the Kaiser Family Foundation.¹

However, **enhancements to the ACA's premium tax credits** – created in 2021 to increase both the number of eligible households and the amount of financial assistance – **are set to expire at the end of 2025**. **THA is urging Congress to renew these enhanced tax credits** prior to their expiration – and **help keep about 1 million Texans insured**.

PREMIUM TAX CREDITS



- First instituted as part of the ACA, **premium tax credits** provide assistance to Marketplace enrollees in households with low to moderate incomes. The subsidies make up the difference between the full premium for a benchmark silver Marketplace plan and the enrollee's out-of-pocket payment.
- The law's original premium subsidies offered assistance to qualifying enrollees with household incomes between 100% and 400% of the federal poverty level.

ENHANCED CREDITS: A MAJOR BOOST FOR COVERAGE



The **enhanced premium tax credit (EPTC)**, created by the American Rescue Plan Act of 2021, boosted both the financial help available through the credits and the criteria for eligibility:

- Expanded financial assistance for all enrollees who were already eligible, with the increased assistance based on their household income level.
- Enrollees in households with incomes over 400% of federal poverty are eligible for the enhanced credits, with their out-of-pocket premiums capped at 8.5% of income.

Overall Marketplace enrollment increases since 2021, the year EPTCs were instituted:²



- Texas – Increase of more than **2.6 million individual enrollees**
- National – Enrollment has **more than doubled**



IF THE ENHANCED PREMIUM TAX CREDITS ARE ALLOWED TO EXPIRE ON DEC. 31, 2025:

- Approximately **1 million Texans will lose their Marketplace coverage** by 2034,³ exacerbating the state's nation-leading uninsured rate and increasing the uncompensated care burden facing Texas hospitals.
- An estimated 4.2 million people nationwide will lose their health insurance by 2034.⁴
- The average Marketplace out-of-pocket premium cost **would rise by more than \$700**, representing an effective **tax increase** on these enrollees.⁵

THA URGES CONGRESS TO MAKE THE ENHANCED PREMIUM TAX CREDITS PERMANENT.

¹ Kaiser Family Foundation (KFF), <https://www.kff.org/state-category/affordable-care-act/2025-marketplace-open-enrollment-period/>

² Kaiser Family Foundation (KFF), <https://www.kff.org/affordable-care-act/state-indicator/marketplace-enrollment/>

³ Estimate derived from data collected by KFF, <https://www.kff.org/affordable-care-act/issue-brief/2025-reconciliation-bill-affects-the-uninsured-rate-in-every-state-with-a-likely-boost-in-coverage-for-2025/>

⁴ Congressional Budget Office Dec. 2024 estimate, www.cbo.gov/system/files/2024-12/50230-ARPA.pdf

⁵ Center on Budget & Policy Priorities, https://www.cbpp.org/research/health/health-insurance-costs-will-rise-steeply-if-premium-tax-credit-improvements-expire#_ftn3



Texas Hospital Association

HEALTH CARE AND THE 89TH TEXAS LEGISLATURE: **OUTCOMES FOR TEXAS HOSPITALS**



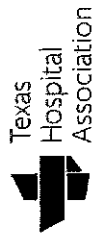
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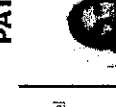
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COMMUNICATIONS

A Message From THA President/CEO John Hawkins

There's never been a legislative session quite like this one.

Granted, in saying that, I'm only speaking for my time at the Texas Hospital Association, which now covers 21 years and 11 regular sessions of the Texas Legislature. But I can tell you that never, during any of those past sessions, did we have the usual 140-day firehose coming from the state Capitol accompanied by another equally important blast of legislative reality hitting us from the northeast. That's what we faced this winter and spring as we balanced our advocacy in Austin with the Medicaid implications of the federal budget reconciliation package - known as the "One Big Beautiful Bill" - that congressional Republicans are still pursuing in Washington, D.C., as of this writing.

With THA having to fervently represent Texas hospitals at simultaneous crunch times under two rotundas, we had our work cut out for us to make the 2025 state session a successful one. Yet, we were able to do it - and I can also say that in my two decades here at THA, I don't think I've ever been prouder of our membership and our advocacy team.

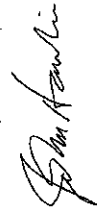
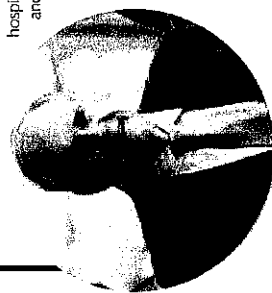
With help from engaged members and other key trade associations, we opened the door to health care improvements all over Texas - and closed it to countless misguided policy ideas that threatened to take us backward on hospital operations and finances, public health and much more. We stood strong behind the Life of the Mother Act - an important clarification on the medical emergency exception to Texas' abortion ban - and joined with the Texas Medical Association to get this exceptionally vital bill to the governor's desk.

Among other achievements, our advocacy also netted a boost for state trauma and emergency medical services funding derived from traffic fine revenue; a requirement to notify hospitals before they get a visit from a violent criminal on parole who's under electronic monitoring; an update to extend more help to providers through the state's Loan Repayment Program for Mental Health Professionals; and restrictions on health insurers' ability to potentially misuse artificial intelligence. And with the federal side of Medicaid funding dominating so much of the discussion in Washington, we avoided drastic cuts from the state's end, as lawmakers held the line on Medicaid spending in the final 2026-27 budget.

On the flip side, anti-hospital and anti-science forces again found a willing audience and a strong tailwind at the Capitol, forcing us to defend institutional necessities that keep Texans healthy and Texas hospitals open - things like hospital vaccine requirements and the ability to charge facility fees at our outpatient departments. We didn't stop every bad bill. But by and large, the legislation collectively representing large-scale damage to our ability to care for our patients was either defeated, mitigated by our work with bill authors behind the scenes, or both. Because of our work during these past four-plus months - all the meetings, calls, explainer documents, face-to-face meetings and more - Texas hospitals will remain on course to continue their lifesaving mission. Texas patients, and the state itself, will reap the benefits.

Read all about it in the pages that follow - and if you were part of THA's efforts in Austin between mid-January and sine die in early June, give yourself a pat on the back. We're indebted to your service.

John Hawkins, THA President/CEO



EXECUTIVE SUMMARY

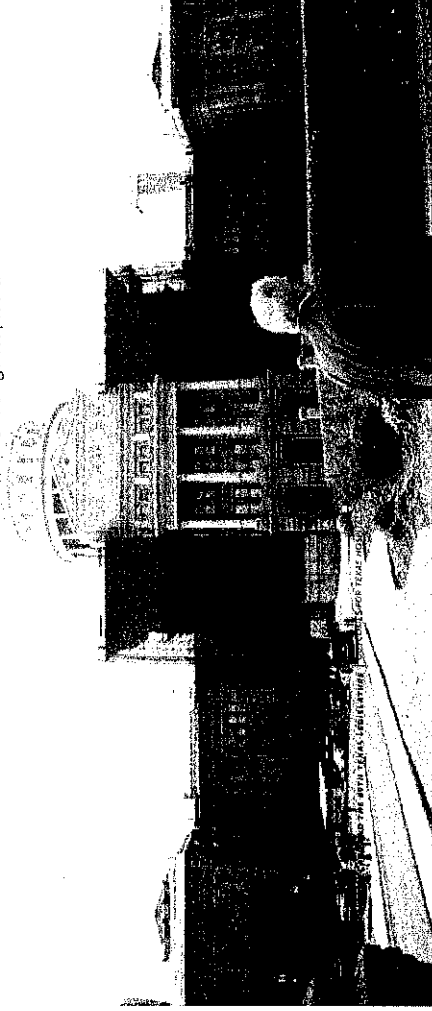
THA in the 2025 Session

of the Texas Legislature



BIG THA WINS

- **The Life of the Mother Act:** THA joined forces with the Texas Medical Association and several other key groups - including lawmakers from both sides of the aisle - to clarify Texas laws related to abortion. With conflicting laws on the books and widespread confusion about when a physician can act to terminate a pregnancy during a medical emergency, the bill was critical for Texas hospitals and physicians. The bill passed with strong support in both chambers, clarifying, among other things, that a woman who is suffering a life-threatening condition does not need to suffer physical impairment or damage before a physician can act, and that her death does not need to be imminent.
- **Budget Wins:** THA's advocacy maintained funding for nearly all existing priorities, and new funding was added to the budget to shore up key areas of need. Notable additions include \$31 million annually to increase Medicaid rates for rural hospitals, \$8 million annually in add-on payments for rural hospital OB-GYN departments, \$84 million in new rural hospital grant funding and \$71 million in funding for new graduate medical education slots.
- **Health care services for rural counties:** Wide-ranging legislation passed to establish a State Office of Rural Finance to provide technical assistance for rural hospitals, a Financial Stabilization Grant Program to help rural facilities stay viable, and a Rural Hospital Support Grant Program.
- **More traffic money for trauma/EMS:** Increased the percentage of traffic fine revenue allocated to the state's trauma and emergency medical services account from the current 30% to 50%, which in turn will support and strengthen trauma resources within the state.
- **Hospital security and workplace safety:** Passed a bill requiring notification to hospitals before allowing a visit from a parolee on release for a violent offense who is under mandatory electronic monitoring. Other THA-supported legislation passed to extend existing workplace violence prevention requirements to all hospice, personal assistance and rehabilitation services, as well as state-supported living centers and intermediate care facilities for the disabled.
- **Behavioral health:** Legislation passed to add new provider incentives to the state's Loan Repayment Program for Mental Health Professionals and to clarify how hospitals can obtain an order of protective custody on a dangerous patient.



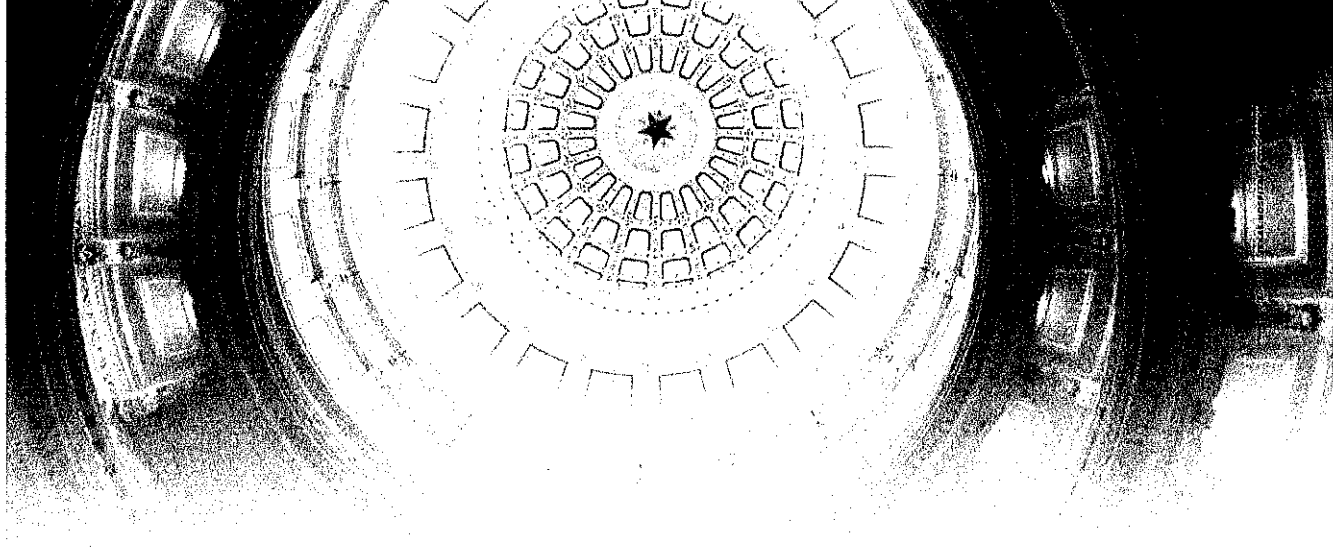
BAD BILLS THAT THA STOPPED

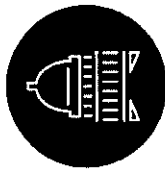
- **Facility fees:** Multiple filed bills would have restricted hospital outpatient payments. THA worked to defeat or improve all bill provisions that could have negatively impacted hospitals. The final facility fee bill to survive was heavily negotiated by THA and left most of the industry neutral on the legislation, but it eventually fell short of the finish line.
- **Vaccines and exemptions:** THA-opposed bills that would have allowed hospital employees to opt out of any vaccine for any reason of conscience - and providers to opt out of performing health care services for reasons of conscience - passed out of their originating chamber but didn't make it into law.
- **Insurance fraud:** THA and other stakeholders stopped a bill on the House floor that would have established a bounty-type system allowing any citizen to sue over alleged health care fraud against private health plans.
- **Charity care:** THA defeated a measure that would have changed current hospital charity care calculations and required nonprofit hospitals to implement new screening requirements to determine if patients were eligible for charity care discounts.



THA PRIORITIES THAT DID NOT PASS

- Improvement of the behavioral health care continuum in Medicaid through coverage of partial hospitalization programs and intensive outpatient therapy.
- Removal of the federal "institutions for mental disease" exclusion that limits most adult inpatient behavioral health care in Medicaid.
- Strengthening of the prudent layperson standard for emergency care.
- Legislation to protect the 340B Drug Pricing Program from restrictions implemented by drugmakers.





KEY LEGISLATIVE PRIORITIES

Behavioral Health

THA once again sought to improve access to care in behavioral health and create a full continuum of behavioral health services in Medicaid that matches the continuum available in physical care. Lawmakers followed through both in standalone legislation and in allocating important funding for behavioral health (see The Budget section, pages 16-17).

Key Wins

- **Senate Bill 646** by Sen. Royce West (D-Dallas) adds new provider incentives in an update to the state's Loan Repayment Program for Mental Health Professionals. The bill adds eligibility for new provider types and opens avenues for additional loan repayment assistance for certain provider attributes, such as fluency in a language of need in the provider's practice area.
- **Senate Bill 1164** by Sen. Judith Zaffirini (D-Laredo) and **Senate Bill 2878** by Sen. Bryan Hughes (R-Mineola) clarified proper procedure for obtaining orders of protective custody if a person is a danger to themselves or others. Now, the law explicitly allows hospitals to pursue such an order in the county where the facility and the patient are located, rather than having to travel to the county where the patient was apprehended.

THA-Supported Legislation/Initiatives That Didn't Pass

- **House Bill 1621** by Rep. John Lujan (R-San Antonio) would have established a dollar-for-dollar matching grant program for technological improvements at behavioral health hospitals. It passed the House but stalled in the Senate.
- **House Bill 2036** by Rep. Tom Oliverson, M.D. (R-Cypress) would have mandated partial hospitalization programs and intensive outpatient therapy in Medicaid, moving the program closer to a full continuum of care for behavioral health services.
- THA again unsuccessfully pursued funding for a state waiver from the federal "institutions for mental disease" (IMD) exclusion, which limits most adult inpatient behavioral health stays in Medicaid to no more than 15 days. Pursuit of an IMD exclusion

occurred both in budget negotiations and through **House Bill 154** by Rep. Richard Raymond (D-Laredo), which didn't receive a committee hearing.

On Defense: Opposed Legislation

Senate Bill 1608 by Sen. Donna Campbell, M.D. (R-New Braunfels) would have mandated an in-person examination by a physician upon intake at an inpatient mental health facility, instead of the current law that mandates an exam within 24 hours and allows it to occur via telehealth. THA opposed this bill, warning that some psychiatric facilities wouldn't be able to accept direct admissions or transfers from emergency departments because of challenges with adequate physician staffing. SB 1608 died after passing the Senate.

Life of the Mother Act

A win for Texas mothers is a win for Texas hospitals. Signaling clear support for Texas mothers, THA and the Texas Medical Association banded together to push for the passage of the Life of the Mother Act, **Senate Bill 31** by Sen. Bryan Hughes (R-Mineola). The bill provides much-needed clarity on when a physician can act to terminate a pregnancy during a medical emergency. It restores a physician's ability to act quickly to save the mother's life in such an emergency without worrying about criminal or civil liability.

THA legal experts and lobbyists were instrumental in navigating political and legal waters with precision, acumen and care to help advance this legislation.

With months of behind-the-scenes deliberation and input from constituents, stakeholders, hospitals, physicians and legal experts, lawmakers were able to move past political differences and find common ground. The Life of the Mother Act passed with overwhelming support in both chambers. All 31 senators voted in favor of SB 31's passage, and the House passed the legislation by a 134-4 vote. THA is grateful for the Texas lawmakers who went out on a limb to write, navigate, compromise and support the advancement of this crucial legislation.



Since 2022, physicians and hospitals have been navigating multiple abortion statutes that contain conflicting definitions and undefined terms, which created uncertainty in how they could intervene. SB 31 accomplishes a long list of clarifications, chiefly:

- A woman who is suffering a life-threatening condition does not need to suffer physical impairment or damage before a physician can act, and her death does not need to be imminent.
- The burden of proof in criminal prosecutions on medical emergency exceptions rests with the state and not the physician.
- It conforms the definition of "medical emergency" across Texas abortion statutes, and clarifies the definition of ectopic pregnancy.
- It also clarifies that communications between physicians, hospital administrators and lawyers to help understand and navigate the medical emergency exception are not considered "aiding and abetting."

THA will work with stakeholders on implementation and will be at the table in the development of education to ensure lawyers, physicians and hospitals understand Texas' abortion laws. The Life of the Mother Act leaves the current Texas prohibition against abortion intact while providing much-needed clarity. It will have an immediate and positive impact, helping hospitals and physicians provide lifesaving care to pregnant women in distress.

Support for Medicaid

Texas' Medicaid program is a joint federal/state undertaking, and no session in recent memory required more of THA's attention to both sides of that equation at the same time. THA made sure to have a seat at the table in Washington as congressional Republicans aggressively pursued a major budget reconciliation package – now known as the One Big Beautiful Bill Act – that carried major implications for Texas Medicaid's federally permitted financing arrangements. Concurrently, Medicaid faced the usual skepticism from lawmakers in Austin about its cost and efficiency, and THA was closely involved in both budget talks and legislation tied to the program, which insures more than 4 million Texans.

Key Wins

- **Level overall funding for Medicaid** – The writers of the state's final 2026-27 budget held the line on Medicaid funding, with an increase of \$6.2 billion for the biennium as compared to 2024-25. Key rural, trauma and safety-net add-on payments were funded at the same levels as the 2024-25 budget, including \$3.1 million to fund the \$1,500 add-on payment for rural labor and delivery. Medicaid budget items also included new funds for rural hospital innovation grants and millions in add-on payments for hospitals with an OB-GYN department (see The Budget, pages 16-17).

- **LPPFs** – Local provider participation funds (LPPFs) for hospital districts are a vital source of the nonfederal share of Medicaid funding, and all require authorization via statute. With THA's support, lawmakers passed the creation or renewal of several important LPPFs, including a two-year renewal for the Harris County LPPF through **House Bill 1327** by Rep. Boris Miles (D-Houston), **House Bill 3348** by Rep. Jared Patterson (R-Frisco) to make the temporary Collin and Denton LPPFs permanent and establish a new, permanent one for Burnet County, and **House Bill 3505** by Rep. Coby Harris (R-Palestine) to make permanent the temporary Northeast Texas Tri-County LPPF.

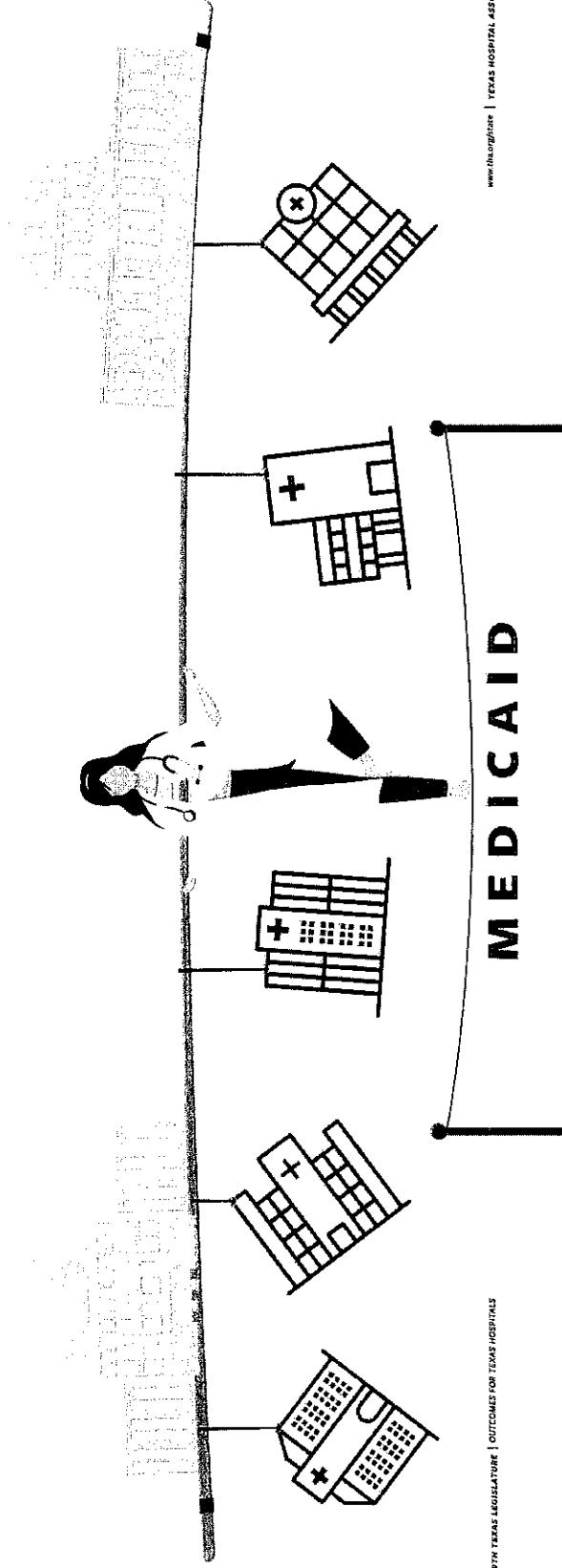
THA-Supported Legislation/Initiatives That Didn't Pass

- The Texas Legislature has not rebased hospital inpatient Medicaid rates since 2012. THA sought to introduce a budget rider directing HHSC to produce financial models for rebasing and provide a report detailing recommendations supporting rebased inpatient hospital rates. The rider would have required the agency to identify the amount of funding needed to implement these recommendations and include feedback from the hospital industry. This rider didn't make it into the final budget.

- Other proposed THA budget riders that ultimately weren't adopted included mandated Medicaid coverage for partial hospitalization programs/intensive outpatient therapy; funding for a federal waiver from the "institutions for mental disease" exclusion; and funding for grants to improve technology at behavioral health hospitals (see Behavioral Health, page 8).

Medicaid Fraud Bill Passes

- Although THA testimony expressed deep concern on **Senate Bill 1038** by Sen. Kevin Sparks (R-Midland), the bill targeting waste, fraud and abuse in Medicaid passed into law. The bill broadens the specific ways a provider can be found to have committed fraud and abuse in Medicaid, prompting concern from THA about administrative or billing errors being pursued as fraud cases, and providers facing a stacked deck when accused of wrongdoing.



THA on Defense: Navigating the Worst Bills

The unabating torrent of “anti” movements that threaten the health of Texans, hospitals and the state’s health care landscape once again required strenuous pushback from hospital advocates. On contentious issues both new and encroaching from 2023, THA worked against the worst policy ideas dreamed up by anti-science, anti-hospital and anti-public health forces – preventing catastrophic impacts on health, safety and hospitals’ ability to stay open.

Vaccines and exemptions

The beginning of the current measles outbreak in West Texas coincided with the session’s earliest days, resulting in more than 700 cases – and two deaths of school-aged children – by the time the Legislature adjourned. Drivers of “vaccine choice” legislation at the Capitol seemed unpersuaded by the mounting case numbers – but still, the worst bills tied to vaccines and medical exemptions fell short of becoming law. Dying after passing their chamber of origin were **Senate Bill 407** by Sen. Mayes Middleton (R-Galveston) to bar health care facilities from rejecting a hospital employee’s vaccine exemption for any reason, including religious beliefs, and **Senate Bill 619** by Sen. Kevin Sparks (R-Midland), which would have given health care providers an opt-out from participating in any health care service for reasons of conscience. THA testified against both of these measures.

The most troubling vaccine-related bill that did become law was **House Bill 1586** by Rep. Lacey Hull. HB 1586 makes opting out of a vaccine for public schoolchildren easier by requiring the state’s blank affidavit for an exemption to be readily available for download on the Texas Department of State Health Services website.

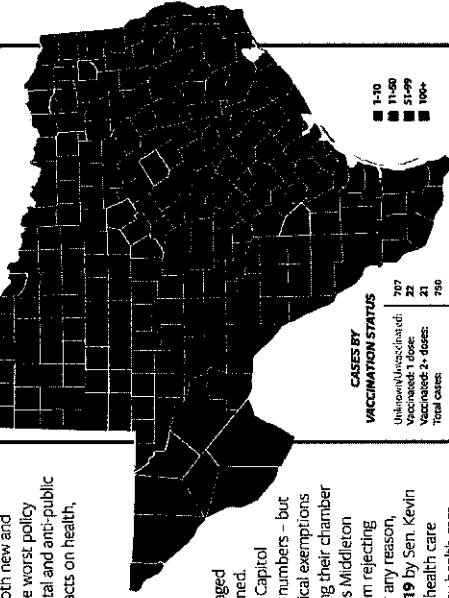
Investigations into hospitals

THA, the Texas Medical Association (TMA) and other providers went to the House floor to successfully defeat **House Bill 4012** by Rep. Dennis Paul (R-Houston), which would have established a bounty-type system allowing any citizen to sue over alleged health care fraud against private health plans, even if the plaintiff wasn’t affected in any way by the purported fraud. This type of system already exists for alleged fraud of government payers. HB 4012 would have given health insurers an alarming amount of leverage in legitimate payment disputes. THA stopped the advancement of HB 4012 by stressing – among other weaknesses in the bill – the breeding ground it would have created for frivolous lawsuits.

AS OF 6/7/2023

HIGHEST MEASLES CASE COUNTS BY COUNTY

Gaines: 413 Lubbock: 55 Tarrant: 26
Brewster: 16 El Paso: 14
Blanco: 58 Lamar: 23 Elbert: 12



CASES BY VACCINATION STATUS

Unknown/Unvaccinated: 707
Vaccinated: 21
Vaccinated 2+ doses: 21
Total cases: 750

Measles Outbreak Illustrates the Vitality of Vaccines

Early in a session where everyone knew anti-vaccine anti-science forces would likely be more emboldened than ever, an unfortunate measles outbreak in West Texas – concentrated largely around Gaines County and surrounding points – illustrated how low vaccination rates can bring a dormant disease roaring back in short order. In committee testimony, THA pointed to the outbreak as an example of what could happen if various alarming anti-vaccine measures were passed into law. Ultimately, the worst anti-vaccine measures were defeated. As of mid-June, the outbreak had resulted in 750 cases, nearly 100 hospitalizations and two deaths, both of unvaccinated school-aged children.

Deregulated health insurance

With TMA's help, THA killed a second bill on the House floor – a rare feat for one session – when it stopped **House Bill 139** by Rep. Jay Dean (R-Longview). The bill would have allowed insurers to offer "employer choice of benefits" plans that don't provide the state's mandated level of benefits and are not subject to other laws that protect consumers and providers, such as prompt pay and prior authorization transparency requirements.

Facility fees

In 2023, hospital facility fees were a highly contentious issue for THA. This time around, the authors of the facility fee bills that found traction in 2025 both agreed to work with THA to improve their legislation before the bills ultimately died. THA had productive discussions with Rep. James Frank (R-Wichita Falls) on his **House Bill 2556**, and Sen. Kelly Hancock (R-North Richland Hills), the author of companion measure **Senate Bill 1232**. As originally filed, the bill would have barred facility fees for preventive care and required unique National Provider Identifier numbers for every clinic location, among other problematic provisions. Both bills fell short of passing their parent chamber.

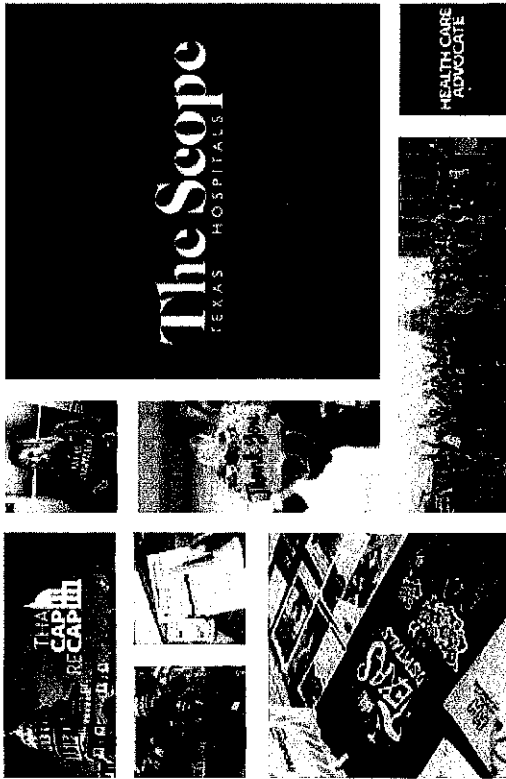
Charity care

The pre-session release of the state's \$5 million Myers & Stauffer report on charity care and community benefit confirmed that Texas hospitals were duly exceeding state

requirements to supply charity care to patients unable to pay. Though the report's positive findings ensured charity care didn't become a hotly litigated topic this session, THA still had to rally against **House Bill 3708** by Rep. Oliverston. This measure would have introduced new screening requirements at nonprofit hospitals to determine patients' eligibility for charity care discounts or before referring a patient to collections. THA testified against the bill and warned against a "one-size-fits-all" solution for charity care policies. HB 3708 died after passing committee.

Hospital consolidation

Already regulated well beyond almost any other industry, hospitals would have faced yet another regulatory obstacle if **House Bill 2747** by Rep. Frank had passed. HB 2747 sought to introduce new reporting requirements when health care entities undertake a "material change transaction," a term that generally refers to transactions like ownership, operations and governance changes. THA objected to adding a new state of reporting requirements to hospitals' regulatory mandates. The bill's momentum fizzled after it passed committee. A similarly themed measure, **House Bill 4408** by Rep. Dean, would have introduced broad new hospital reporting requirements to the Texas secretary of state annually, including the submission of a detailed organizational chart and comprehensive financial reports. It would also have required broad reporting on material change transactions. Opposed by THA, HB 4408 was heard in committee but advanced no further.



Keeping Members Engaged: THA's Advocacy Communications and Media Outreach

Both in the previous interim and throughout this year's session, THA's diverse and modern communication channels played a major role in keeping hospitals, lawmakers and the public abreast of THA's policy positions and its work on key legislation. THA continues to be well positioned as a key resource for news media across the country on a slew of wide-ranging legislative topics, including hospital regulation, executive orders, charity care and public health interventions. THA uses its array of digital platforms to proactively carry and explain hospital positions.

These include:

- **The Health Care Advocate**, THA's weekly advocacy newsletter that is distributed on Thursday evenings
- **The Cap Recap**, THA's weekly roundup of Capitol news during session, distributed via the THA website and Spotify

- **The Scope**, THA's digital news source covering both advocacy issues and other important topics for THA membership, and its supplemental LinkedIn newsletter, the MicroScope;
- **The Advocacy and Issues** tabs on THA's website at www.tha.org;
- **THA's White Papers & Reports** webpage, also found on THA's website, containing THA policy papers on legislative and regulatory issues; and
- **THA's social media accounts**, with advocacy content primarily distributed on X, Facebook and LinkedIn.

With the need for concurrent outreach on the federal reconciliation bill and its potential impact on Medicaid, THA members displayed invaluable public leadership. Hospital leaders placed op-eds detailing the need to preserve and be careful with Texas Medicaid in such outlets as the Houston Chronicle, the Dallas Morning News and the Abilene Reporter-News.



THE BUDGET

A two-year budget is the only thing the Texas Legislature is legally required to pass during each general session. THA made sure that hospital-relevant funding needs stayed top of mind for lawmakers as they crafted the 2026-27 budget. Lawmakers held the line on many key health care elements of the budget and, in some cases, provided meaningful increases for vital programs.

In January, Texas Comptroller Glenn Hegar announced Texas would end its current budget with a surplus of \$23.8 billion, and that lawmakers would have a total of \$194.6 billion to spend on the next two-year budget. While this surplus is lower than the record \$32.7 billion the state had two years ago, hospitals fared well this session in budget decisions made by lawmakers. These dollars are separate from the state's Rainy Day Fund, which is projected to reach \$28.5 billion by the end of the next budget in 2027.

The state budget total is approximately \$338 billion in all funds, which is a \$4 billion increase from the current biennial budget.

A total of \$149 billion of those dollars are general revenue, or state dollars. Medicaid – a primary payer for Texas hospitals – makes up a large portion of that, totaling approximately \$82.6 billion in all funds (\$32 billion in general revenue).

The budget also contains a rider, advocated for by THA, that directs HHSC to examine all data the state collects from hospitals to pinpoint areas of duplication and compile a report by Nov. 1, 2026. Texas hospitals continue to fulfill numerous reporting requirements and make public reams of data to ensure transparency for stakeholders, lawmakers and the general public.

Hospital Payments and Medicaid Funding

-  **NEW FUNDING**
 - Medicaid Inpatient and Outpatient Reimbursement for Rural Hospitals – **\$63 million**
 - Medicaid Add-On Payment Increase for Rural Hospitals With OB-GYN Department – **\$15 million**

-  **FUNDING INCREASED**
 - Total Medicaid Funding – **+\$6.2 billion (\$82.6 billion total)**
 - Rural Hospital Grant Program – **+\$84 million (\$134 million total)**
 - Maternal Fetal Medicine Radiological Services – **10% rate increase**

-  **FUNDING MAINTAINED**
 - Medicaid Trauma Add-On Payments
 - Medicaid Rural Outpatient Payments
 - Medicaid Rural Labor and Delivery Add-On Payments

Behavioral Health

-  **NEW FUNDING**
 - Key Behavioral Health Services for Department of Family and Protective Services population – **\$14 million**

-  **FUNDING INCREASED**
 - Mental Health Community Hospitals/Inpatient Community Psychiatric Beds – **+\$156 million (\$782 million total)**
 - Community Mental Health Grant Programs – **+\$7.4 million (\$235 million total)**

-  **FUNDING MAINTAINED**
 - Rural Hospital Telepsychiatry Consultations

Maternal/Women's/Children's Health

-  **NEW FUNDING**
 - Department of State Health Services Funding for Congenital Syphilis – **\$8.4 million**

-  **FUNDING INCREASED**
 - Maternal Mortality and Morbidity & TexasAIM – **+\$6 million (\$10 million total)**

FUNDING MAINTAINED

- Healthy Texas Women
- Family Planning Program
- Breast & Cervical Cancer Services Program

Public Health

-  **NEW FUNDING**
 - Whole Blood Pilot Program – **\$10 million**

-  **FUNDING INCREASED**
 - EMS/Trauma/Regional Advisory Councils – **+\$1 million (\$227 million total)**

-  **FUNDING MAINTAINED**
 - Texas Colorectal Cancer Treatment Pilot Program

Workforce

-  **FUNDING INCREASED**
 - Graduate Medical Education – **+\$71.3 million (\$304.4 million total)**
 - Texas Workforce Commission (TWC) Skills Development Fund – **+\$5.4 million (\$67.3 million total)**
 - TWC Apprenticeship – **+\$17.7 million (\$56.5 million total)**

-  **FUNDING MAINTAINED**
 - Professional Nursing Shortage Reduction Program
 - Nurse Faculty Loan Repayment Program
 - Nursing Innovation Grant Program
 - Nursing Workforce Studies and Workplace Violence Grant Support
 - Physician Education Loan Repayment Program
 - Family Practice Residency Program
 - Rural Residency Physician Grant Program
 - Mental Health Loan Repayment Program

Other Notable Budget Provisions

- Removal of COVID-19 Federal Funds Reporting Requirements rider
- HHSC directed to verify residency status of clients in Medicaid and CHIP at least monthly
- HHSC and DS+HS directed to improve hospital reporting and transparency, including eliminating duplicative reporting requirements. By Nov. 1, 2026, HHSC shall submit a report to the Texas Legislative Budget Board and the governor listing all mandatory and optional data collection for hospitals, including any reports eliminated or modified.

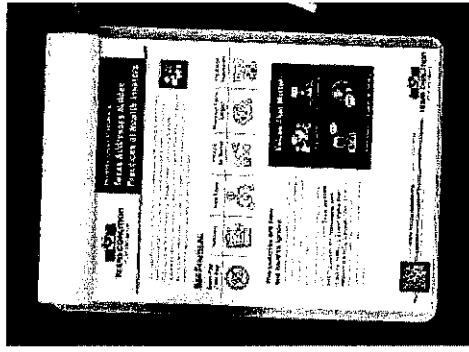
A United Front:

The Texas Coalition for Patients

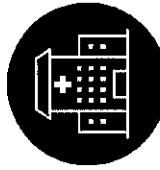
Correctly anticipating the need for a coordinated, multi-stakeholder effort for this session to combat attacks on hospitals – and on access to care – by the insurance industry, THA was instrumental in forming the Texas Coalition for Patients. The coalition also included the Texas Medical Association, the Texas Organization of Rural & Community Hospitals, the National Alliance on Mental Illness and other like-minded groups. The coalition focused on messaging and legislation that countered the harmful, bottom line-focused efforts of Big Insurance and prioritized patients over profits and paperwork. More information on the coalition is available at texaspatients.org.



TEXAS COALITION
FOR PATIENTS



OTHER KEY ISSUES IMPACTING TEXAS HOSPITALS



Although the issues and legislation detailed in previous pages emerged as key policy priorities, THA's work during this session included the tracking of nearly 1,900 bills, out of more than 9,200 that were filed. Here are some of the most significant pieces of other legislation THA tracked and helped shape.

Hospital Operations

From hospital parking lots to billing departments, THA engaged on legislative measures this session that encompassed a wide range of a hospital's operations. THA's persistent and strategic lobbying approach led to positive outcomes for many of these bills. **House Bill 2854** by Rep. Rafael Anchía (D-Dallas), prompted by the 2022 shooting incident at Methodist Dallas Medical Center, requires notification to hospitals before allowing a visit from a parolee on release for a violent offense who is under mandatory electronic monitoring. This heavily negotiated bill passed with full support from THA, the Texas Department of Criminal Justice and both the House and Senate.

THA opposed the following measures, none of which passed:

- **Senate Bill 660** by Sen. Royce West (D-Dallas) would have mandated crash barriers, known as bollards, outside hospital emergency departments. Fueled by reporting in local media, this bill sought to impose a one-size-fits-all bollard mandate despite a lack of supporting data on the topic. Although it passed through the Senate, the bill died in the House.
- **Senate Bill 1373** by Sen. Chuy Hinojosa (D-McAllen), a priority bill for the Texas Podiatric Medical Association, would have amended the longstanding process for renewing or granting hospital privileges with vague and ambiguous language requiring privileges to be adjudicated in a "consistent manner." Also opposed by the Texas Medical Association, SB 1373 passed the Senate but died in the House Committee on Public Health.
- **Senate Bill 2043** by Sen. Bryan Hughes (R-Mincoke) would have prohibited hospitals from taking action against any employee for constitutionally protected speech or conduct. THA testified that the bill would handcuff hospitals' image-management efforts if an employee, for example, posted a racist diatribe online. The bill died after stalling in the House.

AI in Health Care and Insurance

News stories about major health insurers misusing artificial intelligence in claims adjudication have been increasingly common in recent years, along with burgeoning concerns about AI's overall role in health care. Three key bills passed into law will introduce guardrails on AI's use in health care and health insurance:

- **Senate Bill 815** by Sen. Charles Schwertner, M.D. (R-Georgetown) prohibits the use of AI to make an adverse determination in insurer utilization review, "wholly or partly."
- **House Bill 149** by Rep. Giovanni Capriglione (R-Southlake) introduces broad new requirements and prohibitions tied to AI, including disclosure requirements around its use for health care services or treatment. The bill's limitations on AI include prohibiting its use for "social scoring" or for uniquely identifying a person based on biometric data, particularly for the purposes of discrimination against a person.
- **Senate Bill 1964** by Sen. Tan Parker (R-Flower Mound) focused on providing greater transparency on the use of AI by government agencies – including public hospitals and health-related institutions – by increasing notification requirements for patients and customers when they interact with AI.

EMS/Trauma Funding

The state's trauma and emergency medical services account got a boost from the passage of **Senate Bill 1018** by Sen. Joan Huffman (R-Houston). The bill increases the percentage of traffic fine revenue allocated to the trauma/EMS account from 30% to 50%.

Rural Health Care

The successful passage of **House Bill 18** by Rep. Gary VanDeaver (R-New Boston) provides several types of funding and support to rural hospitals, including the establishment of a State Office of Rural Finance to provide technical assistance for rural hospitals; a Financial Stabilization Grant Program to help rural facilities stay viable; a Rural Hospital Support Grant Program; and a Rural Pediatric Mental Health Care Access Program.

Cash Price Payments

Two years ago, THA defeated a problematic government rate-setting bill tied to cash payments for services provided outside insurance. During this session, hospitals negotiated a modified version of the same policy idea into something more palatable, and **House Bill 1612** by Rep. James Frank (R-Wichita Falls) passed into law. For health care services outside insurance coverage, HB 1612 requires hospitals to charge no more than 25% over amounts generally billed, or no more than 50% over the lowest contracted rate the hospital has with any health insurer for that service. Based on feedback from THA members, basing the cash price on amounts generally billed allows hospitals the appropriate flexibility to set their prices on a variety of factors.

Itemized Billing

Lawmakers followed up on the 2023 introduction of an itemized billing requirement for providers by passing another measure related to patient billing. Under the new **House Bill 216** by Rep. Caroline Harris Davila (R-Round Rock), providers who issue electronic itemized bills through a patient portal must, "if feasible," determine whether the patient has an active patient profile on the portal. If the provider either determines the patient does not have an active profile or can't determine whether the patient has one, the provider must deliver the bill through the patient's chosen method: mail, email or a physical copy.

Billing Estimates

Passing was **House Bill 1314** by Rep. Hillary Hickland (R-Belton), which requires facilities to provide an estimate of billed charges on request within five business days for outpatient surgeries and elective inpatient stays. THA negotiated language with Rep. Hickland to ultimately support the bill. However, dying without a committee hearing was Rep. Harris Davila's **House Bill 251**, which included language tied to a provided estimate that would have prohibited final billed charges from exceeding that estimate by more than 5%.

Cost of Care for Unlawfully Present Patients

Gov. Greg Abbott's August 2024 executive order mandated quarterly reports for hospitals on the cost of care provided to patients not lawfully present in the U.S. **House Bill 2587** by Rep. Mike Olcott (R-Fort Worth) sought to essentially enshrine the executive order in state law, although it would have introduced a new requirement for hospitals to track and report costs of uncompensated care to unauthorized immigrant populations, rather than the executive order's requirement for pure cost reporting. THA was neutral on HB 2587 with concerns. The bill died on a point of order on the House floor.

Electronic Medical Records

Although **Senate Bill 1168** passed with provisions THA had concerns about, negotiations on the bill mitigated its negative impact. The bill by Sen. Lois Kolkhorst (R-Brenham) originally mandated that all electronic medical record (EMR) storage for hospitals be physically maintained within the U.S., which THA warned would be a substantial cost burden for small and rural hospitals. The final version of SB 1188 requires physical EMR storage in the U.S. or one of its territories. The bill also added new requirements for practitioners to review AI-generated patient records in a manner consistent with standards developed by the Texas Medical Board, and to disclose that use of AI to patients.



Workplace Safety

One session ago, THA was the driving force behind a key workplace violence prevention measure. (Senate Bill 240, from 2023). This time around, THA-supported **Senate Bill 463** by Sen. Donna Campbell, M.D. (R-New Braunfels) passed to apply the existing violence prevention requirements to hospice, personal assistance and rehabilitation services, intermediate care facilities for the disabled and state-supported living centers.

Protecting 340B

As pharmaceutical prices soar, drugmakers continue attempting to limit hospitals' access to the federal 340B Drug Pricing Program in an effort to pocket savings. To combat this, Rep. Drew Darby (R-San Angelo) put forth **House Bill 3265**, a THA priority bill that would have prohibited discrimination tactics against hospitals participating in the 340B program, such as administrative hurdles and contract pharmacy restrictions. Through a coalition comprised of major Texas health care entities, THA battled a multimillion-dollar lobbying effort from drugmakers. HB 3265 passed the House Committee on Insurance but didn't advance further.

PBM Transparency

A large goal this session for THA and the Texas Coalition for Patients was to increase patient access to prescriptions by lowering overall prescription costs. To that end, **House Bill 2750** aimed to crack down on financially motivated steering by pharmacy benefit managers (PBMs). Under the bill, health insurers that use a PBM would have been required to give enrollees the option to choose one in which the insurer doesn't have a financial stake. THA recognized potential unintended consequences of the bill and worked with the bill's author, Rep. Cody Harris (R-Palestine), to address these. Unfortunately, the bill was left pending and died in the House Committee on Insurance.

Nurse Staffing Laws

Together, THA and the Texas Nurses Association achieved passage of a needed update to the state's landmark 2009 nurse staffing laws. The reinforcement of staffing standards via **House Bill 2187** by Rep. Donna Howard (D-Austin) reflects Texas' hospitals' dedication to ensuring safe staffing levels and fostering work environments where nurses can report any concerns on staffing and mandatory overtime without fear of retaliation. HB 2187 earned unanimous passage in both chambers.

Physician Noncompete Agreements

Over THA's objections, lawmakers passed a bill to restrict physician noncompete agreements by time and distance standards. **Senate Bill 1318** by Sen. Schwerner mandates that noncompete covenants expire no later than one year after the termination of employment and limits noncompetes to a maximum geographical radius of five miles from where the physician primarily practiced. In testifying against the bill, THA called its limitations "arbitrary" and said the new requirements would unnecessarily upend the state's existing noncompete framework.

Child Abuse Reporting

THA helped keep facilities from enduring another layer of regulatory burden on top of existing and stringent requirements to report suspected child abuse. Hospitals opposed **Senate Bill 128** by Sen. Bob Hall (R-Edgewood), which would have required hospitals to submit a monthly report compiling information on individual reports of child abuse, exploitation or neglect made by the hospital, or an employee or agent of the facility. THA argued that few if any hospitals have the infrastructure to meet the bill's requirements. SB 128 passed the Senate but stalled after that.

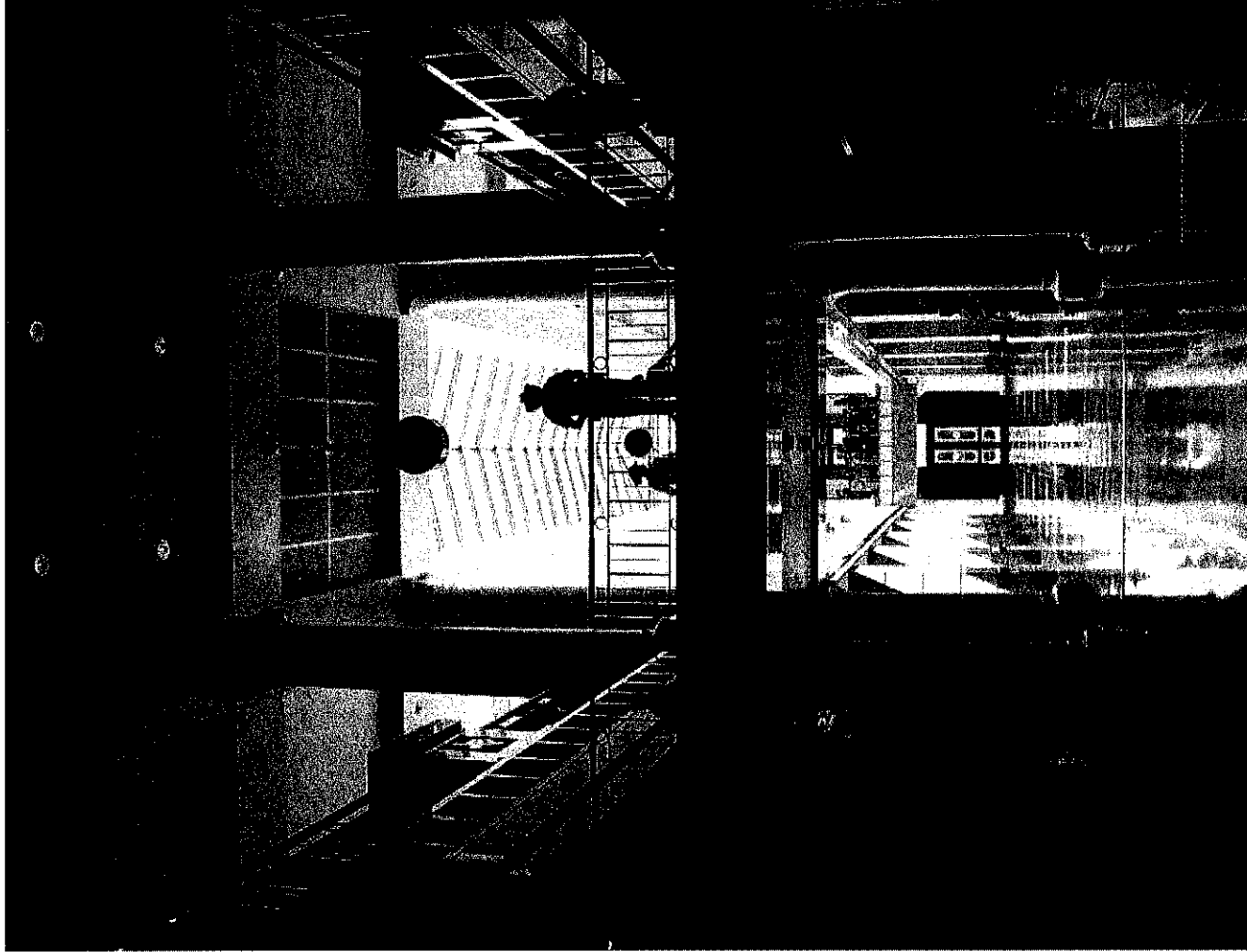
Emergency Care Coverage

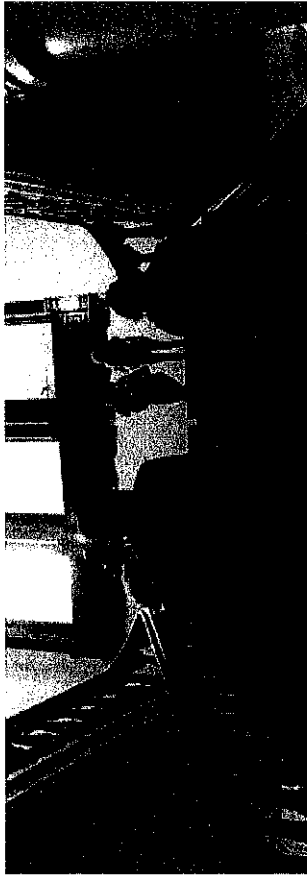
THA once again threw its support behind strengthening the "prudent layperson" standard for emergency care to stop insurers' attempts to base coverage on the patient's final diagnosis. However, that effort once again proved unsuccessful as neither **House Bill 1635** by Rep. Tom Oliverson, M.D. (R-Cypress) or its companion, **Senate Bill 622** by Sen. Schwerner, advanced out of committee. The bill would have clarified that coverage for an emergency encounter must be based on presenting symptoms, and not the final diagnosis.

Guns in Hospitals

Bills that promote the increased presence of firearms in hospitals are an easy "oppose" for THA, and these two bills - both of which died without significant advancement - were no exception:

- Under Sen. Hall's **Senate Bill 62**, if any business prohibits entry by a person with a concealed handgun - as allowed under current Texas law - the person "with control over the premises" would have been liable for damages resulting from any criminal act on those premises.





- **House Bill 4201** by Rep. Nate Schatzline (R-Fort Worth) would have added Texas handgun license holders to the list of individuals who are exempted at places where guns are prohibited under Texas Penal Code 46.03, including hospitals, nursing facilities and psychiatric hospitals.

Liability Reform and Medical Expenses

THA was neutral on – but had serious concerns about – **Senate Bill 30** by Sen. Schwerner, which ultimately died in conference committee after passing both chambers. As originally filed, SB 30 would have limited the recovery of medical expenses in health care liability claims to an arbitrary, Legislature-established external benchmark and would likely have introduced new testimony and discovery requirements for providers when the reasonableness of their charges is disputed in a liability claim. Amendments added to SB 30 on the House floor would have codified a judge's discretion on whether to admit evidence tending to call into question the reasonableness of medical expenses – a perceived problem the bill's author's were trying to address through the required admission of such evidence. Conference committee members ultimately found that the legislation didn't have enough support.

Direct Blood Donations

THA worked with Sen. Hall to improve his **Senate Bill 125**, a THA-opposed measure that would have allowed patients to receive autologous blood donations – i.e., using their own blood – or to provide a direct blood donation from another person. With THA's influence, the bill was amended to clarify that it would only apply at hospitals that are licensed to collect blood. It would also have allowed hospitals to charge for the service. But SB 125 died before reaching the House floor.

End-of-life Care

Two years after negotiations between THA and other groups resulted in agreement on landmark legislation covering disputes over end-of-life care (House Bill 3162, from 2023), THA helped fend off legislation that would have undone much of that progress.

- **House Bill 2072** by Rep. Lacey Hull (R-Houston) would have neutered hospitals' ability to use the medical ethics-committee process to resolve disputes between the facility and the patient or their family members. HB 2072 sought to create criminal and civil liability if the hospital withheld or withdrew life-sustaining treatment against the advance directive of a patient, or against the decision-making authority of someone making health care decisions for the patient.
- **House Bill 1059** by Rep. Salman Bhojani (D-Euless) would have introduced a presumption of validity for advance directives and introduced a long list of requirements for permissible forms of medical power of attorney. Neither HB 2072 nor HB 1059 received a committee hearing.

Perinatal Palliative and Bereavement Care

THA worked on multiple bills impacting how perinatal palliative and bereavement care are provided to patients who receive a life-limiting or life-threatening diagnosis of their fetus. THA was successful in getting \$5 million in grant funding for bereavement technology – such as cooling cots to extend the time parents can grieve – under **House Bill 37** by Rep. Mihaela Pleşa (D-Dallas), which passed into law. However, by also passing **Senate Bill 1233** by Sen. Kelly Hancock (R-North Richland Hills), the state added a required attestation for mothers receiving terminal diagnoses upon receiving palliative care materials, a process THA felt was invasive and inappropriate when families are receiving this difficult diagnosis.



GOING FORWARD: STAY ATTUNED, STAY INVOLVED

While in common parlance, most people think of the Texas Legislature as only meeting "every two years" or "every odd-numbered year," that isn't strictly the case.

What happens between those regular sessions – as legislative committees meet in the even-numbered years to examine interim changes – is just as important as the nitty-gritty work that happens when the Legislature is in session to consider bills. The groundwork for the next regular session is laid in that period, and hospital advocates need to continue building relationships with their elected officials, letting them know – on a continuing basis – what challenges hospitals face. And of course, major elections occur every two years, including the contesting of every seat in the Texas House of Representatives.

As hospital advocates, THA and its members can:

- Maintain the ears of all our elected state officials. Arrange meetings with your representatives when they're back home in your district, or even arrange for them to take a tour of your facility for a firsthand look at how the issues they vote on affect hospitals.

- Push back on the anti-hospital sentiment that continues to circulate among lawmakers and the general public. Double down on work to offer broad education on the critical role of hospitals in Texas communities – and engage local leaders and digital channels to air this perspective and help control the narrative.

- Advocate for issues we know will again be a priority in the 2027 session. It's never too early to talk about issues such as the importance of maintaining high vaccination rates for preventable infectious diseases, or the need to protect participation in the 340B Drug Pricing Program.

- Engage with elected officials and candidates through HOSPAC, THA's political action committee. HOSPAC identifies, endorses and donates to candidates at both the state and federal levels who have a willingness to discuss difficult issues and believe in good health care and hospital policy. Elevating those candidates into elected office is a prerequisite for realizing the legislation that hospitals need.

Just as hospitals are open 24/7, the work of hospital advocacy continues even in the quieter moments of the policymaking cycle. These steps will prepare the hospital industry for a 2027 session as successful as the 2025 edition.



The Texas Hospital Association's 2025 Advocacy Team



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HEALTH CARE AND THE 89TH TEXAS LEGISLATURE: **OUTCOMES FOR TEXAS HOSPITALS**

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CENTER FOR
RURAL HEALTH LEADERSHIP

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Tenth Cohort Graduates from Rural Hospital CEO Certification Program

[Kansas City, Mo.] – The Center for Rural Health Leadership (CRHL) graduates the tenth cohort from the Rural Hospital CEO Certification Program, which began in October 2024.

CRHL was built in response to the National Rural Health Association's initiative to address the rural hospital closure crisis by equipping executives with the knowledge and skills to lead successfully during the most difficult time in rural healthcare history. This program was created *by* rural hospital CEOs, *for* rural hospital CEOs and was informed through an essential question: "What do you know now that you wish you'd known then?"

The program includes expert-led classes and interactive live discussion sessions covering essential topics like financial management, leadership development, regulatory compliance, patient outcomes, strategic planning with boards, and more.

Congratulations to the October 2024 CEO Cohort:

- Billie Petterson-Carter, Schleicher County Medical Center – Eldorado, TX
- Brandon Anzaldua, Gonzales Healthcare Systems – Gonzales, TX
- Erin Clevenger, Memorial Medical Center – Port Lavaca, TX
- Freddy Olivarez, Medical Arts Hospital – Lamesa, TX
- Halston Harris, Coal County General Hospital – Coalgate, OK
- Huyen Tran, Palacios Community Medical Center – Palacios, TX
- James Lee, Mid Coast Medical Center Bellville – Bellville, TX
- Jennifer Green, Lower Umpqua Hospital – Reedsport, OR
- Jorge Jurado, Val Verde Regional Medical Center – Del Rio, TX
- Kurt Sunderman, Rice Medical Center – Eagle Lake, TX
- Laci Harris, Crane Memorial Hospital – Crane, TX
- Leanne Martinez, Fisher County Hospital District – Rotan, TX
- Martin Bergstrom, Avera Holy Family Hospital – Estherville, IA
- Melissa Wilson, Freestone Medical Center – Fairfield, TX
- Michael Honea, Glen Rose Medical Center – Glen Rose, TX
- Michelle Stevens, Haskell Memorial Hospital – Haskell, TX

- Patrice Kuennen, Gundersen Palmer Lutheran Hospital & Clinics/Emplify Health – West Union, IA
- Randy Holeman, Summit Pacific Medical Center – Elma, WA
- Rebecca McCain, Electra Memorial Hospital – Electra, TX
- Rhonda Campbell, Liberty Dayton Regional Medical Center – Liberty, TX
- Robyn Dunckhorst, Humboldt General Hospital – Winnemucca, NV
- Robyn Girton, Newman Memorial Hospital – Shattuck, OK
- Samantha Harding, Nelson County Health System – McVie, ND
- Teresa Clark, Wichita County Health Center – Leoti, KS
- Terry Scoggin, Hunt Regional Medical Center – Greenville, TX
- Thomas Sledge, North Texas Medical Center – Gainesville, TX
- Tiffany Hintze, Yoakum Community Hospital – Yoakum, TX
- Tracy Johnson, Memorial Hospital of Texas County Authority – Guymon, OK
- Tyler Stapp, Pineville Community Health Center – Pineville, KY
- Wesley Babers, White Mountain Regional Medical Center – Springerville, AZ
- William Bridges, Texas County Memorial Hospital – Houston, MO
- William Nall, Iraan General Hospital – Iraan, TX

Graduates consistently report measurable growth across curriculum areas of leadership, operations, finance, and clinical/quality. Many continue to meet with their cohort members after graduation to share ideas and solve challenges in real time.

“This program was built to equip rural executives with the skills, strategies, and support to lead through the toughest challenges facing rural healthcare today,” said Sydney Grant, Chief Learning Officer for CRHL. “It’s about more than just learning—it’s about community, confidence, and action.”

To learn more about the Center for Rural Health Leadership, visit <https://www.crhleadership.com>.

About the Center for Rural Health Leadership

The Center for Rural Health Leadership (CRHL) equips rural healthcare leaders with the knowledge and tools needed to create stronger, more sustainable healthcare organizations. Through specialized programs and expert-driven education, CRHL is committed to developing the next generation of rural healthcare leaders and strengthening healthcare in rural America.

DeTar Healthcare System CEO Announces Departure

Source: The Victoria Advocate, August 14, 2025

DeTar Healthcare System CEO announces departure Published 5:15 am Thursday, August 14, 2025 By Madison O'Hara (<https://victoriaadvocate.com/author/madisonohara/>)



Five years ago, Bernard Leger came to Victoria amid a global pandemic to become DeTar Healthcare System's new CEO. His initial goal was to guide the hospital through that challenging time, but as he looks back on his tenure at the healthcare system, he can see the seeds he planted during his time have grown into various new initiatives, services and clinics. "At DeTar, there are probably close to 200 employees that have been there for 20-plus years, and I have had the opportunity to work and learn from them in my five-and-a-half years. They supported me and now, as I exit, I know I've left the hospital in good hands," Leger said. "My job is impossible without the entire team, no matter what role they have." Before and after the pandemic, Leger said DeTar remained and continues to remain financially stable and strong. He credits that strength to the hospital's talented leadership team that will continue to lead the hospital through his departure. Bernard Leger Trending Week 3 High School Football Scores (All games final) This week, Bernard Leger, CEO of DeTar Healthcare System, announced his departure from the hospital. (Contributed photo)

"When I first arrived, my first goal was to just survive the throes of the pandemic. But once that passed, my goal was keep the hospital growing not just in Victoria, but throughout the Crossroads area," Leger said. "We've seen significant growth in our clinic presence and our outlying partners. We're seeing patients that historically have gone to a much bigger market such as Houston now come to a smaller market like Victoria rather than fight big-city traffic." One such initiative that has brought patients from all over the Crossroads area to Victoria is DeTar's Cancer Center, which opened in 2022. The opening of the oncology center is one of the things Leger is most proud of. "It's a moment that stands out during my time here because we expanded services and brought hope to people and gave them the ability to receive great cancer care locally," Leger said.

The completion of DeT ar Medical Group's Primary Care Clinic East on the Texas A&M University-V ictoria campus in their Health and Wellness Center is another defining moment in Leger's time at the hospital. Dubbed his "swan song," the clinic predates Leger's arrival in 2020, but it's a plan Leger saw through until the end. The clinic was first conceptualized in 2017 and just opened earlier this month. "COVID-19 came along and the cost skyrocketed but to have it finally open and to bring two family medicine physicians that came from our residency program to the clinic has been amazing," Leger said. During his tenure, Leger has overseen significant growth and achievements, including recruiting new providers, expanding healthcare services, opening various new clinics, introducing advanced technology such as the dual chamber leadless pacemaker, launching the DeT ar Cancer Center and growing the family medicine residency program to 25 residents. He has also worked to make quality improvements that led to a 4-star rating with the Centers for Medicare & Medicaid Services. "We are so very optimistic for the future," Leger said. "We have new things on the horizon. We have residents that are graduating in June 2026 that are interested in staying in our market and we are continuing to partner with our outlying markets and fighting to meet their needs more and more every day." Leger admits his time at the hospital was a challenging time amid the pandemic. But he also notes that his five years here in Victoria were filled with recovery and growth for the healthcare system. He's optimistic and said that the hospital is prepared for the bright future that lies ahead. "For me, personally, this is an opportunity to slow down a little bit and return home to Louisiana and do some consulting work as I close out my career," Leger said. Operations at the health system will continue without disruption as Leger departs from the hospital on Sept. 5. DeT ar is already working to name an interim CEO before Leger's final day and the search is already underway for a permanent CEO. "I just want to thank everyone from all of our employees to our physicians to everyone within Victoria and the Crossroads area for supporting me and continuing this 101 year legacy," Leger said. "I feel fortunate to have worked with an outstanding team and, when I say team, I mean every employee here."

Madison O'Hara is a news reporter for the V ictoria Advocate. You can reach her at madison.ohara@vicad.com. Enjoy unlimited content like this...

Memorial Medical Center Financial Highlights & Updates

For the Month Ended August 31, 2025

Income Statement

- Month Net Loss: (\$343,311) Continued mid-year review efforts and adjusting entries by Forvis had a negative impact on the bottom line. We are now posting updated entries for UC, DSH and QIPP which more accurately reflects this year's actual payments and obligations.
- Year-to-Date Net Loss: (\$3,710,011)
- ER Revenue: \$3.02M increased 23% from July to August
- Estimated Net Patient Revenue: Approximately \$2.67M – represents the collectible portion of our outstanding patient bills after contractual adjustments.
- Salaries decreased approximately \$80K from July.
- Professional fees remained steady to July to August.
- Cafeteria Revenue increased approximately \$30K as a one-time adjustment to recognize YMCA revenue.
- Total Operating Expenses increased about \$550K this month. The biggest driver was the swing in the Employee Benefits account, which went from a negative balance in July (due to a mid-year review adjustment by Forvis) back to a normal, positive balance this month.

Balance Sheet

- Operating Cash: \$2.8M — Decrease from \$3.4M in July 2025.
- Patient Accounts Receivable: \$19.9 — Increase from \$17.8M in July. AR management is a top priority and we continue to work daily with TruBridge. Despite the increase in AR, we are seeing positive momentum. In September, *Discharged Not Submitted to Payors* has seen week over week improvements and decrease of over \$800K. At the same time, we are developing a Plan B. TxREP has continued their support and have extended the engagement with CLA to include identifying additional strategies to work through billing and accelerate collections.
- Liabilities have decreased this month, driven primarily by continued Forvis adjustments to clean up Nursing Home Accounts. These adjustments are helping ensure our balance sheet more accurately reflects true obligations and strengthens our financial reporting going forward.

Performance Measures

- 29 Days Cash on Hand: Excludes Nursing Home cash. CAH Benchmark - 60 - 90 days.
- Salary Expense as a % of Net Revenue: Current Month - 43% - CAH Benchmark - ≤ 50%
- Bad Debt as a % of Gross Patient Revenue: R12 Avg. - 6% - CAH Benchmark - 5%
- Charity Care as a % of Gross Patient Revenue: R12 Avg. - 8% - CAH Benchmark - 3%
- We have created an internal Collections Oversight Committee to review Charity, Bad Debt and Indigent care policies and procedure as well as related workflows and reporting. The goal is to ensure compliance and improve consistency.

Memorial Medical Center
Executive Summary
For The Month Ended August 31, 2025

Primary Drivers to Operations

	August 2025	July 2025	Incr/(Decr) From July 2025	Incr/(Decr) % From July 2025	August 2024	Incr/(Decr) From August 2024	Incr/(Decr)% From August 2024	
Admissions	39	46	(7)	-15.2%	48	(9)	-18.8%	↓
Inpatient Days	137	119	18	15.1%	189	(52)	-27.5%	↓
Swing Bed Days	63	49	14	28.6%	45	18	40.0%	↑
Observation Hours	2,758	2,231	527	23.6%	1,756	1,002	57.1%	↑
Traditional Medicare Outpatient %	13.6%	16.2%	-2.6%	-16.2%	17.5%	-3.9%	-22.1%	↓
Emergency Room Visits	826	734	92	12.5%	872	(46)	-5.3%	↓
Outpatient Visits	2,963	3,031	(68)	-2.2%	2,238	725	32.4%	↑
Clinic Visits	2,714	2,446	268	11.0%	3,182	(468)	-14.7%	↓
Total Surgery Cases*	61	69	(8)	-11.6%	55	6	10.9%	↑
Total Radiology Procedures*	819	750	69	9.2%	844	(25)	-3.0%	↓
Total Laboratory Procedures*	39,871	38,189	1,682	4.4%	46,115	(6,244)	-13.5%	↓
Total Rehab Procedures*	1,666	1,967	(301)	-15.3%	1,453	213	14.7%	↑

* Includes Inpatient & Outpatient

MEMORIAL MEDICAL CENTER
 OPERATING STATEMENT
 FOR THE 8 MONTHS ENDING 08/31/25

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	----- S I N G L E M O N T H -----				----- Y E A R T O D A T E -----			
	ACTUAL	BUDGET	\$ VARIANCE	% VAR	ACTUAL	BUDGET	\$ VARIANCE	% VAR
OPERATING REVENUE								
TOTAL IP REVENUE	607,048	1,069,300	(462,251)	(43)	5,039,160	8,554,400	(3,515,239)	(41)
TOTAL OP REVENUE	3,017,742	3,313,582	(295,839)	(8)	23,996,752	26,508,656	(2,511,903)	(9)
ER REVENUE	3,026,423	2,882,729	143,694	4	23,590,464	23,061,832	528,632	2
MMC CLINIC	411,363	403,678	7,685	1	3,259,504	3,229,424	30,080	0
SPEC CLINIC REVE	92,186	158,372	(66,186)	(41)	770,814	1,266,976	(496,162)	(39)
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TOT PAT REVENU	7,154,764	7,827,661	(672,896)	(8)	56,656,696	62,621,288	(5,964,591)	(9)
	-----	-----	-----		-----	-----	-----	
REVENUE DEDUCTIONS								
CONTRACTUAL ADJU	1,091,003	3,822,577	2,731,573	71	25,736,015	30,580,616	4,844,600	15
CHARITY WRITEOFF	298,740	436,638	137,897	31	3,771,830	3,493,104	(278,726)	(7)
BAD DEBT EXPENSE	2,905,284	535,756	(2,369,528)	(442)	5,059,539	4,286,048	(773,491)	(18)
OTHER DEDUCTIONS	188,830	104,118	(84,712)	(81)	2,279,855	832,944	(1,446,911)	(173)
	-----	-----	-----		-----	-----	-----	
TOT REV DEDUCT	(4,483,858)	(4,899,089)	415,230	8	(36,847,241)	(39,192,712)	2,345,470	5
	-----	-----	-----		-----	-----	-----	
OTHER REVENUE								
CAFETERIA SALES	57,533	23,458	34,075	145	239,711	187,664	52,047	27
MISCELLANEOUS IN	49,914	52,835	(2,920)	(5)	503,878	422,680	81,198	19
340B REVENUE	15,965	81,250	(65,284)	(80)	179,540	650,000	(470,459)	(72)
GRANT REVENUE	0	6,250	(6,250)	(100)	261,078	50,019	211,059	421
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TOT OTHER REV	123,412	163,793	(40,380)	(24)	1,184,208	1,310,363	(126,154)	(9)
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NET REVENUE...	2,794,319	3,092,365	(298,045)	(9)	20,993,664	24,738,939	(3,745,274)	(15)
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MEMORIAL MEDICAL CENTER
 OPERATING STATEMENT
 FOR THE 8 MONTHS ENDING 08/31/25

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	----- S I N G L E M O N T H -----				----- Y E A R T O D A T E -----			
	ACTUAL	BUDGET	\$ VARIANCE	% VAR	ACTUAL	BUDGET	\$ VARIANCE	% VAR
OPERATING EXPENSE								
SALARIES	1,156,155	1,379,307	223,151	16	9,556,771	11,034,456	1,477,684	13
EMPLOYEE BENEFIT	199,096	542,280	343,183	63	2,274,308	4,338,240	2,063,931	47
PROFESSIONAL FEE	559,154	427,826	(131,328)	(30)	4,214,580	3,422,608	(791,972)	(23)
PURCHASED SERVIC	448,647	442,381	(6,266)	(1)	3,333,197	3,539,048	205,850	5
SUPPLIES	560,279	396,654	(163,625)	(41)	3,495,088	3,173,232	(321,856)	(10)
INSURANCE	6,774	5,999	(775)	(12)	62,086	47,992	(14,094)	(29)
UTILITIES	44,968	53,020	8,051	15	362,345	424,160	61,814	14
OTHER EXPENSES	86,917	140,389	53,471	38	706,359	1,123,112	416,752	37
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TOTAL OPER EXP	3,061,994	3,387,856	325,861	9	24,004,737	27,102,848	3,098,110	11
	-----	-----	-----		-----	-----	-----	
NET OPER GAIN/	(267,675)	(295,491)	27,815	9	(3,011,073)	(2,363,909)	(647,164)	(27)
	=====	=====	=====		=====	=====	=====	
NON-OPERATING-REVENUE/EXPENSE								
DEPRECIATION	67,135	71,492	4,356	6	541,531	571,936	30,404	5
INTEREST INCOME	9,969	14,125	(4,155)	(29)	148,782	113,000	35,782	31
INTEREST EXPENSE	0	172	172	100	8	1,376	1,367	99
INTERGOVERNMENTAL	235,421	110,833	(124,588)	(112)	1,235,377	886,664	(348,713)	(39)
CONTRIBUTIONS	100	41,667	(41,567)	(99)	870	333,336	(332,466)	(99)
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NET GAIN/LOSS	(560,162)	(422,196)	(137,966)	(32)	(4,638,339)	(3,377,549)	(1,260,790)	(37)
	=====	=====	=====		=====	=====	=====	
NURSING HOME REV	2,850,373	5,569,064	(2,718,691)	(48)	20,666,194	44,552,512	(23,886,318)	(53)
NURSING HOMES FE	3,337,445	5,778,073	2,440,627	42	22,172,217	46,224,584	24,052,366	52
NURSING HOME UPL	1,938,833	652,667	1,286,166	197	4,180,287	5,221,336	(1,041,048)	(19)
IGT EXP NH UPL	1,234,929	390,829	(844,100)	(215)	1,745,935	3,126,632	1,380,696	44
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NURSING HOME G	216,831	52,829	164,002	310	928,327	422,632	505,695	119
	=====	=====	=====		=====	=====	=====	
NET GAIN/(LOSS	(343,331)	(369,367)	26,035	7	(3,710,011)	(2,954,917)	(755,094)	(25)

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MEMORIAL MEDICAL CENTER
BALANCE SHEET
FOR THE MONTH ENDING: 08/31/25

	This Year 08/31/25	Last Year 08/31/24	Last Month 07/31/25
CURRENT ASSETS			
CASH			
OPERATING FUND	954,924	1,276,151	1,521,460
SHORT TERM SAVINGS	68,728	5,043	68,623
LONG TERM RESERVES	1,855,081	3,684,894	1,848,084
NURSING HOME CASH	482,267	962,473	342,730
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TOTAL CASH.....	3,361,002	5,928,563	3,780,899
ACCOUNTS RECEIVABLE			
PATIENT ACCOUNTS RECEIVABLE	19,910,142	14,614,433	17,845,884
PATIENT ACCOUNTS RECEIVABLE CLINIC	246,793	538,284	236,966
ALLOWANCE FOR DOUBTFUL ACCOUNTS	(16,536,071)	(11,149,756)	(15,261,425)
MISC RECEIVABLES	6,669,437	20,991,264	6,381,894
QIPP RECEIVABLE	2,942,987	7,454,925	4,940,514
	-----	-----	-----
TOTAL ACCOUNTS RECEIVABLE.....	13,233,289	32,449,151	14,143,834
	-----	-----	-----
CENTRAL SUPPLY INVENTORY	1,088,420	1,585,312	1,200,404
PREPAID EXPENSES	549,047	479,571	551,391
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PREPAID IGT	1,462,968	3,202,512	2,178,273
	-----	-----	-----
TOTAL CURRENT ASSETS.....	19,694,728	43,645,111	21,854,802
	=====	=====	=====
PROPERTY, PLANT, & EQUIPMENT			
LAND & IMPROVEMENTS	14,430,811	14,412,650	14,430,811
FIXED & MOVABLE EQUIPMENT	16,013,099	15,536,363	16,013,099
LESS: ACCUMULATED DEPRECIATION	(24,555,948)	(23,679,469)	(24,488,813)
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TOTAL PROPERTY, PLANT, & EQUIP	5,887,961	6,269,544	5,955,097
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TOTAL UNRESTRICTED ASSETS.....	25,582,690	49,914,656	27,809,900
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DEFERRED OUTFLOWS OF RESOURCES	1,823,986	2,919,509	1,823,986
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TOTAL ASSETS AND DEFERRED OUTFLOWS	27,406,676	52,834,165	29,633,886
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MEMORIAL MEDICAL CENTER
BALANCE SHEET
FOR THE MONTH ENDING: 08/31/25

	This Year 08/31/25	Last Year 08/31/24	Last Month 07/31/25
CURRENT LIABILITIES			
ACCOUNTS PAYABLE	1,159,804	779,860	931,537
ACCRUED EXPENSES	351,258	451,706	272,791
ACCRUED PAYROLL	1,000,111	1,187,156	1,316,532
ACCRUED RETIREMENT	224,180	229,338	195,451
ACCRUED STATE SALES TAX	2,449	2,398	2,467
NOTE PAYABLE - CALHOUN COUNTY	4,000,000	4,000,000	4,000,000
THIRD PARTY PAYABLES	37,314	(158,275)	(365,060)
DUE TO NURSING HOMES	8,593,546	28,487,453	10,817,016
CAPITAL LEASES OBLIGATION	(68,932)	(57,507)	(68,932)
TOTAL CURRENT LIABILITIES.....	15,299,733	34,922,130	17,101,804
LONG TERM LIABILITIES			
LONG TERM LEASE -LT LIAB	19,239	53,460	19,239
FINANCD AGRMNTS-LNG TRM	98,820	98,820	98,820
NET PENSION ASSET	279,164	3,504,164	360,971
TOTAL LONG TERM LIABILITIES.....	397,224	3,656,445	479,031
TOTAL LIABILITIES.....	15,696,957	38,578,576	17,580,836
DEFERRED INFLOWS OF RESOURCES			
DEFERRED INFLOWS OF RESOURCES	71,406	28,916	71,406
RETAINED EARNINGS			
GENERAL FUND BALANCES	15,348,323	16,781,296	15,348,323
YEAR-TO-DATE GAIN/LOSS	(3,710,011)	(2,227,973)	(3,366,679)
TOTAL GENERAL FUND BALANCE.....	11,709,718	14,582,239	12,053,050
TOTAL UNRESTRICTED LIABILITIES	27,406,676	53,160,815	29,633,886

Memorial Medical Center

Statistical Trend

For the Month Ended August 31, 2025

	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	2025 YTD
Total Admissions	48	52	61	36	35	45	40	41	47	52	40	46	39	350
ER Admissions	35	15	32	23	25	21	36	22	41	24	27	29	18	218
Total Patient Days	243	332	307	203	182	215	170	164	179	186	150	188	200	1,452
AVERAGE DAILY CENSUS														
Medical/Surgical/ICU	6.10	7.00	4.74	3.47	4.45	4.03	3.96	2.71	4.43	3.40	3.60	3.84	4.10	3.74
Obstetrics	0.29	0.67	0.35	0.30	0.48	0.65	0.21	0.45	0.20	0.57	0.53	0.65	0.32	0.45
Swing Bed	1.45	3.40	4.81	3.00	0.94	2.26	1.89	2.13	1.33	2.23	0.87	1.58	2.03	1.79
Total AVG Daily Census	7.84	11.07	9.90	6.77	5.87	6.94	6.07	5.29	5.97	6.20	5.00	6.06	6.45	5.98
Total AVG LOS - Acute Care	4.60	5.48	3.36	3.65	4.94	3.82	3.66	3.77	3.56	2.53	3.26	3.48	4.15	3.47
Observation - Patients	46	38	32	26	42	57	39	32	31	31	57	48	42	337
Observation - Patients from ER	34	34	26	29	33	51	32	23	22	34	51	44	43	300
Newborns - Births	6	11	5	5	7	10	4	8	3	8		11	5	57
MMC Clinic Visits	3,182	2,631	2,909	2,689	2,708	2,887	2,790	1,831	2,551	2,408	2,484	2,446	2,714	20,111
Outpatient Visits	2,238	2,004	2,368	1,905	1,926	2,008	1,939	2,348	2,409	2,226	2,064	2,334	2,963	18,291
Emergency Room Visits	872	832	842	777	878	904	771	911	854	815	780	734	826	6,595
Emergency Room Admission %	7.9%	5.9%	6.9%	6.7%	6.6%	8.0%	8.8%	4.9%	7.4%	7.1%	10.0%	9.9%	7.4%	7.9%
Specialty Clinic Visits	260	294	276	203	222	252	173	227	264	267	230	233	243	1,889
Surgery & Endoscopy	55	69	71	57	53	55	48	46	55	47	52	69	61	433
Laboratory Tests	46,115	42,504	46,137	37,361	38,884	43,237	37,608	35,642	40,513	37,037	41,589	38,189	39,871	313,686
Radiology Procedures	844	825	960	759	782	908	731	778	847	813	731	750	819	6,377
Radiology OP - Clinic	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bone Density	40	23	42	35	26	19	26	26	39	27	28	25	9	199
Nuclear Medicine	8	7	6	5	3	2	2	3	1	1	3	4	4	20
Ultrasound	188	180	180	168	197	183	181	146	188	193	196	232	186	50
Ultrasound - Clinic	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CT Scans	397	364	451	313	331	411	368	426	426	385	380	387	445	180
MRI	86	84	101	90	88	91	97	74	76	82	86	88	83	20
Mammograms	92	92	142	112	118	94	96	84	86	79	92	95	81	707
Radiology Procedures	1,655	1,580	1,887	1,485	1,548	1,711	1,503	1,538	1,666	1,582	1,518	1,582	1,635	12,735
Respiratory Therapy Procedures	286	187	647	348	485	798	543	276	509	295	286	396	384	3,487
Stress Test	1	1	0	2	0	0	0	0	1	0	1	0	0	2
Holter Monitor	1	0	0	0	0	0	0	0	0	0	0	0	0	0
EKG Exams	247	281	283	198	242	288	242	252	245	261	253	245	257	2,043
EEG Exams	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sleep Studies	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PFTs	2	4	4	0	4	4	10	0	4	0	1	2	3	24
Respiratory Therapy Procedures	537	473	934	548	731	1,090	795	528	759	556	541	643	644	5,556
Rehab Services Procedures	1,453	2,347	2,383	1,501	1,508	1,897	1,710	1,673	1,737	2,028	1,331	1,967	1,666	14,009
Behavioral Health Patient Encounters	136	136	199	158	165	152	100	86	93	96	105	110	81	823
Cardiac Rehab Procedures	326	233	290	273	280	235	292	338	340	358	335	200	164	2,262
Pharmacy Total	10,090	9,015	11,639	11,088	8,369	10,273	8,605	8,074	10,118	9,537	8,677	9,490	9,036	73,810
Dietary Total	4,763	3,891	4,307	3,649	3,378	4,135	4,286	4,481	3,292	4,118	4,022	4,350	3,972	32,656

**Memorial Medical Center
Physician Revenue Trend
For The Month Ended August 30, 2025, 2024, & 2023**

				Amount Comparison 2025 to 2024	% Comparison 2025 to 2024	Amount Comparison 2025 to 2023	% Comparison 2025 to 2023
	2025 YTD	2024 YTD	2023 YTD				
Memorial Medical Center Clinic							
000966 Thao Truong	\$ 677,904.44	788,033	694,717	(110,129)	-14.0%	(16,812)	-2.4%
002099 Traci Shefcik	\$ 1,194,456.85	974,151	845,707	220,306	22.6%	348,750	41.2%
002927 Michael Gaines	\$ 1,505,882.04	1,116,450	1,003,193	389,432	34.9%	502,689	50.1%
011005 William Crowley	\$ 2,589,733.87	2,576,238	2,945,368	13,496	0.5%	(355,634)	-12.1%
019000 Ric Arroyo-Diaz	\$ 1,643,963.75	1,534,992	1,494,986	108,972	7.1%	148,978	10.0%
041574 Frank Hinds	\$ 4,624.00	1,633,378	1,480,971	(1,628,754)	-99.7%	(1,476,347)	-99.7%
041596 Mercedes Schultz	\$ 1,526,416.28	-	149,634	1,526,416	100.0%	1,376,782	920.1%
058001 Court Thurlkill	\$ 515,762.14	639,879	468,028	(124,117)	-19.4%	47,734	10.2%
100118 Joseph Jenkins	\$ 2,065,738.40	1,765,822	1,383,580	299,917	17.0%	682,159	49.3%
320001 Shanna Odonnell	\$ 1,411,702.82	1,107,799	792,676	303,904	27.4%	619,027	78.1%
041597 David Hobson	\$ 132,224.68	130,021	523,876	2,204	1.7%	(391,651)	-74.8%
310002 Tasha Norman	\$ 750,933.50	353,725	-	397,209	112.3%	750,934	100.0%
001511 Helen Rhodes	\$ 65,817.04	-	-	65,817	100.0%	65,817	100.0%
310000 Marcelina Rupley	\$ 89,876.18	125,010	-	(35,134)	-28.1%	89,876	100.0%
	14,175,036	13,144,120	12,508,934	1,030,916	7.8%	1,666,102	13.3%
	25.5%	25.1%	22.3%	0.4%	1.6%	3.3%	14.6%
Hospitalist							
130006 Hospitalist	\$ 7,699,749.92	7,180,962	12,343,027	518,788	7.2%	(4,643,277)	-37.6%
	7,699,750	7,180,962	12,343,027	518,788	7.2%	(4,643,277)	-37.6%
	13.9%	13.7%	22.0%	0.1%	1.1%	-8.1%	-36.9%
Port Lavaca Clinic							
000983 Michael Caughron	\$ 269,302.02	215,625	270,601	53,677	24.9%	(1,299)	-0.5%
001126 Nirtas Kwi Timu	\$ 498,997.91	772,622	1,050,547	(273,624)	-35.4%	(551,549)	-52.5%
012000 Jeannine Griffin	\$ 240,028.01	312,629	378,319	(72,601)	-23.2%	(138,291)	-36.6%
013001 Leigh Anne Falcon	\$ 893,973.86	894,138	959,243	(164)	0.0%	(65,269)	-6.8%
050001 John Wright	\$ 913,262.94	1,256,662	1,203,187	(343,399)	-27.3%	(289,924)	-24.1%
001668 Ibrom Destiny	\$ 285,556.00	224,706	207,371	60,850	27.1%	78,185	37.7%
002686 Brown Victoria	\$ 151,017.02	140,824	120,397	10,193	7.2%	30,620	25.4%
097121 John Clinton	\$ 242,839.00	199,345	229,627	43,494	21.8%	13,212	5.8%
	3,494,977	4,016,552	4,419,293	(521,576)	-13.0%	(924,316)	-20.9%
	6.3%	7.7%	7.9%	-1.4%	-18.0%	-1.6%	-20.0%
Specialty Clinic							
000548 Haresh Kumar	\$ 81,536.02	90,075	62,846	(8,539)	-9.5%	18,690	29.7%
001965 George Osuchkwu	\$ 130,279.65	123,081	85,868	7,199	5.8%	44,412	51.7%
013000 Don Paul Bunnell	\$ 5,453.51	24,503	172,785	(19,049)	-77.7%	(167,332)	-96.8%
050002 John Wright (Woundcare)	\$ 406,844.00	733,947	349,436	(327,103)	-44.6%	57,408	16.4%
059000 Kurtis Krueger	\$ 37,896.00	44,208	30,984	(6,312)	-14.3%	6,912	22.3%
065005 Lam Peter	\$ 297,890.00	186,474	189,743	111,416	59.7%	108,147	57.0%
068000 Clemmons Andrew	\$ -	29,411	182,596	(29,411)	-100.0%	(182,596)	-100.0%
525225 Azhar Malik MD	\$ 44,154.00	71,038	70,867	(26,884)	-37.8%	(26,713)	-37.7%
001835 Smith Hannah	\$ 23,512.02	72,041	75,661	(48,529)	-67.4%	(52,149)	-68.9%
000240 Andrea Hunt	\$ -	632	194	(632)	-100.0%	(194)	-100.0%
001715 Kevin Temple	\$ 12,782.00	3,620	6,381	9,162	253.1%	6,401	100.3%
000514 DU Yong	\$ -	-	4,439	0	0.0%	(4,439)	-100.0%
040178 Gaskin David	\$ 22,834.00	43,490	-	(20,656)	-47.5%	22,834	100.0%
980320 Joshua Dunlap	\$ 90,582.00	-	-	-	100.0%	90,582	100.0%
001151 Jerry Followwill	\$ 427,577.26	117,062	-	310,515	265.3%	427,577	100.0%
	1,581,340	1,539,584	1,231,800	41,757	2.7%	349,540	28.4%
	2.8%	2.9%	2.2%	-0.1%	-3.2%	0.7%	30%
Coastal Medical Clinic							
000806 William McFarland		-	-	-		0	0.0%
000809 Delgado Ana		-	12,613.00	-		(12,613)	-100.0%
011000 McFarland, Tim R		-	36,025	-		(36,025)	-100.0%
	-	-	48,638	-		(48,638)	-100.0%
	0%	0%	0%	0%		0%	-100.0%
Independent							
310001 Cummins Michelle	\$ 106,410.75	61,544	161,151	44,867	72.9%	(54,740)	-34.0%
	106,411	61,544	161,151	44,867	72.9%	(54,740)	-34.0%
	0.2%	0.1%	0.3%	0.1%	62.9%	-0.1%	-33.2%

Memorial Medical Center
Physician Revenue Trend
For The Month Ended August 30, 2025, 2024, & 2023

				Amount	%	Amount	
	2025 YTD	2024 YTD	2023 YTD	Comparison	Comparison	Comparison	% Comparison
				2025 to 2024	2025 to 2024	2025 to 2023	2025 to 2023
Other Medical Staff							
002372 Gerber Bernard	\$ 578,657.00	665,399	692,302	(86,742)	-13.0%	(113,645)	-16.4%
012100 Donald Breech	\$ 106,398.00	222,944	304,089	(116,546)	-52.3%	(197,691)	-65.0%
001003 Gustave Sandigo	\$ 6,564.02	4,008	8,172	2,556	63.8%	(1,608)	-19.7%
900000 Dakshesh Parikh	\$ 703.00	5,163	26,455	(4,460)	-86.4%	(25,752)	-97.3%
989112 Peter Powaser	\$ 107,174.95	55,741	128,243	51,434	92.3%	(21,068)	-16.4%
002205 Sanjeev Bhatia	\$ 6,407.00	2,280	7,626	4,127	181.0%	(1,219)	-16.0%
001306 Jose Valladares	\$ -	17,269	408,516	(17,269)	-100.0%	(408,516)	-100.0%
	<u>805,904</u>	<u>974,874</u>	<u>1,578,099</u>	<u>(168,970)</u>	<u>-17.3%</u>	<u>(772,195)</u>	<u>-48.9%</u>
	1.5%	1.9%	2.8%	-0.4%	-22.1%	-1.4%	-48.3%
Total E/R Physicians							
	\$ 21,720,791.91	18,837,182	15,685,011	2,883,610	15.3%	6,035,780	38.5%
	<u>21,720,792</u>	<u>18,837,182</u>	<u>15,685,011</u>	<u>2,883,610</u>	<u>15.3%</u>	<u>6,035,780</u>	<u>38.5%</u>
	39.1%	36.0%	27.9%	3.1%	8.7%	11.2%	40.1%
Other Ordering Physicians							
Other Ordering Physicians	\$ 5,907,928.65	6,543,264	8,167,007	(635,335)	-9.7%	(2,259,078)	-27.7%
	<u>5,907,929</u>	<u>6,543,264</u>	<u>8,167,007</u>	<u>(635,335)</u>	<u>-9.7%</u>	<u>(2,259,078)</u>	<u>-27.7%</u>
	10.6%	12.5%	14.5%	-1.9%	-14.9%	-3.9%	-26.8%
Totals	<u>55,492,138</u>	<u>52,298,081</u>	<u>56,142,960</u>	<u>3,194,057</u>	<u>6.11%</u>	<u>(650,822)</u>	<u>-1.16%</u>

oIHS

Issued 09/10/25

Source Totals Report
 Calhoun Indigent Health Care
 Batch Dates 02/01/2025 through 09/01/2025
 For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
01	Physician Services	70.00	33.95
02	Prescription Drugs	39.97	39.97
08	Rural Health Clinics	700.00	700.00
14	Mmc - Hospital Outpatient	10,318.76	4,834.12
15	Mmc - Er Bills	427.00	204.96
Expenditures		11,555.73	5,813.00
Reimb/Adjustments			
Grand Total		11,555.73	5,813.00

Expenses	33,333.36
Co-Pays	< 70.00 >
	<u>39,076.36</u>

Eric Clarendon
 9/11/2025

oIHS
Issued 09/10/25

Source Totals Report
Calhoun Indigent Health Care
Batch Dates 09/01/2025 through 09/01/2025
For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	25.36	25.36
08	Rural Health Clinics	240.00	240.00
14	Mmc - Hospital Outpatient	7,982.51	3,697.46
	Expenditures	8,247.87	3,962.82
	Reimb/Adjustments		
	Grand Total	8,247.87	3,962.82

Expenses	4,166.67
Co-Pays	< 20.00 >

8,109.49

Em C J
9/11/2025

Calhoun County Indigent Care Patient Caseload 2025

	Approved	Denied	Removed	Active	Pending
January	0	1	0	1	2
February	1	1	0	2	2
March	0	3	0	2	2
April	1	0	0	3	3
May	1	0	0	4	0
June	0	0	0	4	3
July	1	1	0	5	6
August	0	5	1	4	1
September					
October					
November					
December					
YTD	4	11			
Monthly Avg	1	1	0	3	2
December 2024 Active		1			
Number of Charity patients					154
Number of Charity patients below <u>50% FPL</u>					31
Number of Charity patients who meet State Indigent Guidelines					13

MEMORIAL MEDICAL CENTER
CHECK REGISTER: 8/1/25 - 8/31/25

Bank Code#	CHK#	Date	Amount	Payee	Notes
A/P	209994	8/20/2025	1,200.00	3WON, LLC	CREDENTIALING
A/P	209826	8/13/2025	398.00	3WON, LLC	CREDENTIALING
A/P	209827	8/13/2025	1,582.34	ACE HARDWARE 15521	SUPPLIES AND TOOLS FOR PLANT OPS
A/P	209828	8/13/2025	1,400.00	ACUTE CARE INC	RFID FEE- TIME STUDY FOR ER PHYSICIANS
A/P	210074	8/27/2025	700.81	ADVANCED STERILIZATION PRODUCT	SUPPLIES
A/P	209995	8/20/2025	4,196.34	AIRGAS USA, LLC - CENTRAL DIV	OXYGEN - RESP CARE
A/P	209829	8/13/2025	4,064.94	AIRGAS USA, LLC - CENTRAL DIV	OXYGEN - RESP CARE
A/P	209996	8/20/2025	25.00		PATIENT REFUND
A/P	209830	8/13/2025	1,142.36	ALUMED INC.	MEDICAL SUPPLIES
A/P	209764	8/6/2025	4,415.40	AMAZON CAPITAL SERVICES	SUPPLIES- VARIOUS DEPTS
A/P	209997	8/20/2025	1,403.86	AMAZON CAPITAL SERVICES	SUPPLIES- VARIOUS DEPTS
A/P	210075	8/27/2025	466.56	AMAZON CAPITAL SERVICES	SUPPLIES- VARIOUS DEPTS
A/P	209831	8/13/2025	158.94	AMAZON CAPITAL SERVICES	SUPPLIES- VARIOUS DEPTS
A/P	901825	8/22/2025	5,536.98	AMERISOURCE	340B EXPENSE
A/P	901785	8/8/2025	4,205.69	AMERISOURCE	340B EXPENSE
A/P	901864	8/29/2025	2,231.89	AMERISOURCE	340B EXPENSE
A/P	901777	8/1/2025	1,523.55	AMERISOURCE	340B EXPENSE
A/P	901805	8/15/2025	319.19	AMERISOURCE	340B EXPENSE
A/P	209765	8/6/2025	750.00	AMERITEX ELEVATOR SERVICES INC	MONTHLY ELEVATOR MAINTENANCE
A/P	209998	8/20/2025	110.00	AMERITEX ELEVATOR SERVICES INC	MONTHLY ELEVATOR MAINTENANCE
A/P	209999	8/20/2025	128.00	AQUA BEVERAGE COMPANY	WATER
A/P	209832	8/13/2025	83.50	AQUA BEVERAGE COMPANY	WATER
A/P	210076	8/27/2025	940.00	ARTHREX, INC	ORTHOPEDIC SUPPLIES AND EQUIPMENT
A/P	209766	8/6/2025	627.95	ARTHREX, INC	ORTHOPEDIC SUPPLIES AND EQUIPMENT
A/P	901801	8/4/2025	25.20	AUTHNET GATEWAY BILLING	3RD PARTY PAYOR FEE
A/P	209833	8/13/2025	5,350.00	AVENO NETWORKS	DATA CENTER HOSTING AND MAINTENANCE SERVICES
A/P	209834	8/13/2025	712.80	AZALEA HEALTH	EHR PROCESSING FEES
A/P	209767	8/6/2025	1,200.00	BANESTER SERVICES	VENTHOOD MAINTENANCE
A/P	210000	8/20/2025	4,548.12	BAXTER HEALTHCARE	MEDICAL/NURSING SUPPLIES
A/P	209835	8/13/2025	804.67	BAXTER HEALTHCARE	MEDICAL/NURSING SUPPLIES
A/P	209768	8/6/2025	108.96	BAXTER HEALTHCARE	MEDICAL/NURSING SUPPLIES
A/P	209836	8/13/2025	877.74	BAYER HEALTHCARE	MEDICAL/CT SUPPLIES
A/P	210001	8/20/2025	13,415.88	BECKMAN COULTER INC	LAB SUPPLIES, HARDWARE, EQUIPMENT
A/P	209769	8/6/2025	9,809.12	BECKMAN COULTER INC	LAB SUPPLIES, HARDWARE, EQUIPMENT
A/P	210077	8/27/2025	7,243.11	BECKMAN COULTER INC	LAB SUPPLIES, HARDWARE, EQUIPMENT
A/P	209837	8/13/2025	2,577.11	BECKMAN COULTER INC	LAB SUPPLIES, HARDWARE, EQUIPMENT
A/P	209771	8/6/2025	10,044.55	BIOMERIEUX, INC	LABORATORY SUPPLIES
A/P	210078	8/27/2025	3,572.30	BIO-RAD LABORATORIES, INC	DIAGNOSTIC SUPPLIES
A/P	209770	8/6/2025	1,030.39	BIO-RAD LABORATORIES, INC	DIAGNOSTIC SUPPLIES
A/P	209838	8/13/2025	373.39	BIO-RAD LABORATORIES, INC	DIAGNOSTIC SUPPLIES
A/P	210079	8/27/2025	223.45	BRIGGS HEALTHCARE	ER REGISTER BOOK
A/P	209839	8/13/2025	39,145.13	CALHOUN COUNTY	ELECTRICITY
A/P	209772	8/6/2025	90.53	CALHOUN COUNTY	VOYAGER FUEL BILL
A/P	210002	8/20/2025	3,080.00	CALHOUN COUNTY EMS	EMS TRANSPORTION SERVICES
A/P	210003	8/20/2025	20.00	CALHOUN COUNTY INDIGENT ACCOUN	TRANSFER
A/P	209840	8/13/2025	513.24	CAUBRESCIENTIFIC US, INC	PROTO-FIX
A/P	209773	8/6/2025	377.25	CAPITAL ONE	WAL-MART CREDIT CARD-VARIOUS DEPT EXPENSES
A/P	209774	8/6/2025	621.18	CARDINAL HEALTH 414, INC.	MEDICAL SUPPLIES
A/P	209841	8/13/2025	331.36	CARDINAL HEALTH 414, INC.	MEDICAL SUPPLIES
A/P	210080	8/27/2025	555.90	CAREFIELD	MEDICAL SUPPLIES
A/P	210004	8/20/2025	82.34	CAREFIELD	MEDICAL SUPPLIES
A/P	209842	8/13/2025	-	CAREFIELD	MEDICAL SUPPLIES
A/P	209843	8/13/2025	2,150.00	CERVEY, LLC	SPLIT BILLING SOFTWARE LICENSE FEE FOR PHARMACY AND CLINIC
A/P	210005	8/20/2025	95.07		PATIENT REFUND
A/P	210081	8/27/2025	635.24	CHEMAQUA	WATER TREATMENT
A/P	210006	8/20/2025	67,609.46	CITIZENS MEDICAL CENTER	ANESTHESIA SERVICES
A/P	210082	8/27/2025	283.67	CITY OF PORT LAVACA	UTILITIES - WATER
A/P	209844	8/13/2025	1,732.05	CLEARFLY	TELEPHONE
A/P	210083	8/27/2025	385.00	CLINICAL COMPUTER SYSTEMS INC	OBX SYSTEM MAINTENANCE
A/P	210007	8/20/2025	598.00	CMG TEXAS MEDIA LLC	JULY ADVERTISING AND MARKETING
A/P	210084	8/27/2025	3,745.44	COASTAL OFFICE SOLUTIONS	OFFICE CHAIRS-12
A/P	209775	8/6/2025	1,487.20	COASTAL OFFICE SOLUTIONS	OFFICE SUPPLIES, OFFICE FURNITURE, DISPOSABLES/PAPER GOODS
A/P	209845	8/13/2025	1,073.62	COASTAL OFFICE SOLUTIONS	OFFICE SUPPLIES, OFFICE FURNITURE, DISPOSABLES/PAPER GOODS
A/P	210008	8/20/2025	364.52	COASTAL OFFICE SOLUTIONS	OFFICE SUPPLIES, OFFICE FURNITURE, DISPOSABLES/PAPER GOODS
A/P	209846	8/13/2025	1,013.87	COCA COLA SOUTHWEST BEVERAGES	RESALE BEVERAGES FOR DIETARY
A/P	209847	8/13/2025	501.72	COMBINED INSURANCE	PAYROLL DEDUCT
A/P	209848	8/13/2025	17,970.52	COMPUGROUP MEDICAL - EMDS INC.	HOSTING SERVICES/SOFTWARE - CLINIC
A/P	209849	8/13/2025	690.96	COOPER SURGICAL INC	SURGICAL SUPPLIES
A/P	210009	8/20/2025	1,882.10	CORROHEALTH, INC.	CODING SERVICES AND CHARGEMASTER MGMT
A/P	210010	8/20/2025	20.00		PATIENT REFUND
A/P	210085	8/27/2025	34,193.94	CULINARY CONCESSIONS LLC	DIETARY SERVICES
A/P	210086	8/27/2025	981.70	CULLIGAN ULTRAPURE INC.	WATER
A/P	209850	8/13/2025	684.65	CULLIGAN ULTRAPURE INC.	WATER
A/P	210011	8/20/2025	401.71	CUSTOM ASSEMBLIES, INC	SUPPLIES
A/P	210012	8/20/2025	425.81	CYRACOM LLC	INTERPRETATION SERVICES
A/P	210013	8/20/2025	36.45		PATIENT REFUND
A/P	210087	8/27/2025	821.45	DETAH HOSPITAL	LABORATORY SERVICES
A/P	209776	8/6/2025	1,695.40	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	209851	8/13/2025	1,542.46	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	210014	8/20/2025	1,327.60	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	210088	8/27/2025	1,136.39	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	210015	8/20/2025	50,636.18	DIAMOND HEALTHCARE CORP	PURCHASED SERVICES-BEHAVIORAL HEALTH
A/P	210016	8/20/2025	488.80	DIRECTV ENTERTAINMENT HOLDINGS	TELEVISION SERVICES
A/P	210089	8/27/2025	200,948.73	DISCOVERY MEDICAL NETWORK INC	PHYSICIAN SERVICES
A/P	209852	8/13/2025	105,743.27	DISCOVERY MEDICAL NETWORK INC	PHYSICIAN SERVICES
A/P	209777	8/6/2025	1,115.00	DOWELL PEST CONTROL	PEST CONTROL
A/P	209853	8/13/2025	75.00	DOWELL PEST CONTROL	PEST CONTROL
A/P	210017	8/20/2025	3,300.00	DR JOHN CLINTON	OB SERVICES
A/P	210018	8/20/2025	843.57	DR RICHARD ARROYO DIAZ	QTC ECHO READS
A/P	209854	8/13/2025	389.34	DR RICHARD ARROYO DIAZ	QTC ECHO READS
A/P	210019	8/20/2025	1,200.00	DR. TIMU KWI	OB SERVICES
A/P	209855	8/13/2025	452.15	ECLINICAL WORKS LLC	EMR
A/P	210020	8/20/2025	224.40	ECOLAB	DIETARY RENTAL FEES - DISHWASHER
A/P	210021	8/20/2025	47.84		PATIENT REFUND
A/P	210022	8/20/2025	40,062.50	EMERGENCY STAFFING SOLUTIONS	ER PHYSICIAN SERVICES

A/P	209778	8/6/2025	40,062.50	EMERGENCY STAFFING SOLUTIONS	ER PHYSICIAN SERVICES
A/P	901802	8/15/2025	173.00	ENHANCED ANALYSIS ACH	BANK FEES
A/P	210023	8/20/2025	21.98	EQUIFAX WORKFORCE SOLUTIONS	SERV FEE ANCILLARY
A/P	209856	8/13/2025	120.00		PATIENT REFUND
A/P	210090	8/27/2025	58.43	EVERON	PLANT OPS SERVICES
A/P	210024	8/20/2025	1,727.94	EVOQUA WATER TECHNOLOGIES LLC	CONTRACT/ FILTER/ SUPPLIES
A/P	209857	8/13/2025	319.00	EVOQUA WATER TECHNOLOGIES LLC	CONTRACT/ FILTER/ SUPPLIES
A/P	210091	8/27/2025	9.00	EVOQUA WATER TECHNOLOGIES LLC	CONTRACT/ FILTER/ SUPPLIES
A/P	209858	8/13/2025	545.00	FASTHEALTH CORPORATION	MMC WEBSITE
A/P	901791	8/5/2025	181.77	FDMS	CC MACHINE LEASE
A/P	901808	8/15/2025	120.09	FDMS	CC MACHINE LEASE
A/P	901810	8/15/2025	80.06	FDMS	CC MACHINE LEASE
A/P	901793	8/5/2025	75.67	FDMS	CC MACHINE LEASE
A/P	901792	8/5/2025	45.64	FDMS	CC MACHINE LEASE
A/P	901809	8/15/2025	45.64	FDMS	CC MACHINE LEASE
A/P	901811	8/15/2025	40.03	FDMS	CC MACHINE LEASE
A/P	901788	8/6/2025	32.45	FDMS	CC MACHINE LEASE
A/P	210025	8/20/2025	32.62	FEDERAL EXPRESS CORP.	FREIGHT
A/P	210026	8/20/2025	1,691.25	FEDLOGIC LLC	EMPLOYEE BENEFITS CONSULTING QUARTERLY
A/P	210027	8/20/2025	227.29	FILTER TECHNOLOGY CO, INC	PLANT SERVICES SUPPLIES
A/P	210028	8/20/2025	3,891.02	FIRST INSURANCE FUNDING	HOSPITAL LIABILITY INSURANCE
A/P	209859	8/13/2025	13,846.91	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	210092	8/27/2025	7,607.54	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	210029	8/20/2025	1,585.01	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	209779	8/6/2025	929.91	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	209860	8/13/2025	12,679.00	FORVIS	AUDITING FEES FOR UC FINAL RECONCILIATION DY11
A/P	209780	8/6/2025	26.03	FRONTIER	TELEPHONE
A/P	209781	8/6/2025	7,908.33	FUJI FILM	MRI MACHINE- MAINTENANCE CONTRACT
A/P	209782	8/6/2025	887.56	FUSION CONNECT	FAX BACKUP SERVICE
A/P	209783	8/6/2025	4,394.90	GBS ADMINISTRATORS, INC	EMPLOYEE INSURANCE- LONG TERM DISABILITY
A/P	209784	8/6/2025	3,179.05	GE PRECISION HEALTHCARE, LLC	EQUIPMENT LEASES & MED SUPPLIES
A/P	210030	8/20/2025	24,597.01	GE PRECISION HEALTHCARE, LLC	EQUIPMENT LEASES & MED SUPPLIES MAMMOGRAPHY
A/P	209861	8/13/2025	868.66	GENZYME CORPORATION	PHARMACY INVENTORY
A/P	209785	8/6/2025	211.50	GETINGE USA	SURGICAL SUPPLIES
A/P	210093	8/27/2025	732.88	GRAINGER	PLANT SERVICES SUPPLIES
A/P	209786	8/6/2025	676.76	GRAINGER	PLANT SERVICES SUPPLIES
A/P	209862	8/13/2025	10,271.93	GREAT AMERICA FINANCIAL SVCS	ALL PRINTERS - MONTHLY LEASE
A/P	209787	8/6/2025	159.06	GREAT AMERICA FINANCIAL SVCS	ALL PRINTERS - MONTHLY LEASE
A/P	209788	8/6/2025	483.50	GUERBET, LLC	LAB SUPPLIES
A/P	210094	8/27/2025	350.00	GUERBET, LLC	LAB SUPPLIES
A/P	209863	8/13/2025	50.00	GULF COAST DELIVERY	REPORTS/ SLIDES
A/P	209789	8/6/2025	317.67	GULF COAST SCIENTIFIC	LAB SUPPLIES
A/P	901837	8/27/2025	118.77	HARLAND CLARKE	DEPOSIT SLIP BOOK
A/P	210095	8/27/2025	882.00	HEALTH EQUITY	EMPLOYEE/EMPLOYER HSA CONTRIBUTIONS
A/P	209884	8/13/2025	3,400.00	HEALTH SOLUTIONS DIETETICS	DIETICIAN SERVICES
A/P	901776	8/1/2025	987.00	HEALTH EQUITY INC	HSA/FSA FEES
A/P	901804	8/15/2025	987.00	HEALTH EQUITY INC	HSA/FSA FEES
A/P	210031	8/20/2025	4,008.03	HEALTHSTREAM, INC.	EMPLOYEE EDUCATION
A/P	210032	8/20/2025	573.53	HEWLETT-PACKARD	RENTAL/DOCUMENTATION FEE
A/P	209790	8/6/2025	500.00	HHSC	INSPECTION FEE
A/P	210033	8/20/2025	23,663.00	HOSPITAL CARE CONSULTANTS INC.	HOSPITALIST PHYSICIAN SERVICES
A/P	209791	8/6/2025	23,663.00	HOSPITAL CARE CONSULTANTS INC.	HOSPITALIST PHYSICIAN SERVICES
A/P	901718	8/11/2025	3,336.00	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	901832	8/19/2025	39,672.19	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	901841	8/25/2025	53,985.71	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	210034	8/20/2025	15,416.77	HUNTER PHARMACY SERVICES	PHARMACIST PAYROLL
A/P	210096	8/27/2025	773.76	INOVALON PROVIDER INC.	SCHEDULING SERVICE
A/P	209865	8/13/2025	773.76	INOVALON PROVIDER INC.	SCHEDULING SERVICE
A/P	209866	8/13/2025	251.25	INTOXIMETERS INC	LABORATORY SUPPLIES
A/P	210035	8/20/2025	1,965.06	IRON MOUNTAIN	SHREDDING
A/P	901800	8/4/2025	127,195.32	IRS USATAXPYMT	PAYROLL TAXES
A/P	901834	8/18/2025	118,809.04	IRS USATAXPYMT	PAYROLL TAXES
A/P	209867	8/13/2025	43,445.09	ITA RESOURCES INC	RESPIRATORY PROF FEES
A/P	209868	8/13/2025	160.00	JAIMES AUTO SHOP	PHYSICAL THERAPY BIKE SEAT REPLACEMENT
A/P	209792	8/6/2025	1,050.00	JAMES TELECO	FIBER REPAIR (REIMBURSDED)
A/P	210036	8/20/2025	7,200.00	JOHN B WRIGHT LLC	PHYSICIAN SERVICES - PEDIATRIC
A/P	210097	8/27/2025	82.00	LABCORP OF AMERICA HOLDINGS	LABORATORY SERVICES
A/P	210098	8/27/2025	2,356.25	LOFTIN EQUIPMENT COMPANY	GENERATOR MAINTENANCE AND SERVICES
A/P	210099	8/27/2025	1,818.60	LONE STAR COMMUNICATIONS, INC	REPAIR SERVICES FOR PLANT OPS
A/P	209869	8/13/2025	550.58	LOWE'S BUSINESS ACCT/SYNCR	MISCELLANEOUS SUPPLIES
A/P	210037	8/20/2025	546.70	LOWE'S BUSINESS ACCT/SYNCR	MISCELLANEOUS SUPPLIES
A/P	210038	8/20/2025	895.00	M G TRUST	PAYROLL DEDUCT
A/P	209793	8/6/2025	895.00	M G TRUST	PAYROLL DEDUCT
A/P	210100	8/27/2025	515.00	MANAGED CARE PARTNERS INC.	PROFESSIONAL FEES
A/P	901831	8/19/2025	499.88	MCKESSON	340 B EXPENSE
A/P	901790	8/5/2025	111.70	MCKESSON	340 B EXPENSE
A/P	901839	8/26/2025	50.30	MCKESSON	340 B EXPENSE
A/P	901815	8/12/2025	39.40	MCKESSON	340 B EXPENSE
A/P	210101	8/27/2025	2,441.33	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	209794	8/6/2025	2,423.40	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	209870	8/13/2025	426.31	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	210039	8/20/2025	13.22	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	209795	8/6/2025	1,514.00	MEDICAL AIR SERVICES ASSOC.	PAYROLL DEDUCT
A/P	209871	8/13/2025	323.55	MEDI-DOSE, INC	PHARMACY SUPPLIES
A/P	210040	8/20/2025	14.61	MEDI-IMPACT HEALTHCARE SYS, INC.	INDIGENT HEALTHCARE
A/P	210042	8/20/2025	26,848.17	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	210104	8/27/2025	12,475.79	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	209874	8/13/2025	6,287.13	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	209798	8/6/2025	4,643.03	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	210043	8/20/2025	25.00	MEMORIAL MEDICAL CLINIC	PAYROLL DEDUCTIONS
A/P	209799	8/6/2025	25.00	MEMORIAL MEDICAL CLINIC	PAYROLL DEDUCTIONS
A/P	901794	8/4/2025	365.36	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901797	8/4/2025	161.47	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901798	8/4/2025	153.41	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901795	8/4/2025	19.95	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901796	8/4/2025	9.95	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	209800	8/6/2025	140.60	METTLER-TOLEDO RAININ, LLC	LABORATORY SUPPLIES
A/P	209801	8/6/2025	329.49	MMC AUXILIARY GIFT SHOP	PAYROLL DEDUCT
A/P	210105	8/27/2025	253.44	MMC AUXILIARY GIFT SHOP	PAYROLL DEDUCT

A/P	210044	8/20/2025	214.94	MMC AUXILIARY GIFT SHOP	PAYROLL DEDUCT
A/P	209876	8/13/2025	39,204.61	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	209809	8/6/2025	29,492.19	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	210045	8/20/2025	6,695.51	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	209804	8/6/2025	23,113.36	MUTUAL OF OMAHA	EMPLOYEE INSURANCE
A/P	209877	8/13/2025	273.16	MXR IMAGING, INC	IMAGING SUPPLIES
A/P	210106	8/27/2025	69.02	NACOGDOCHES TRANSCRIPTION	TRANSCRIPTION
A/P	209878	8/13/2025	24.22	NACOGDOCHES TRANSCRIPTION	TRANSCRIPTION
A/P	210107	8/27/2025	5,489.90	NATIONAL FARM LIFE INSURANCE	PAYROLL DEDUCT INSURANCE
A/P	209805	8/6/2025	29.00	NCS PEARSON, INC.	SUPPLIES, BOOKS AND FORMS
A/P	210108	8/27/2025	4,065.00	NEOGENOMICS LABORATORIES	LAB SERVICES
A/P	209879	8/13/2025	1,000.00	NEXION HEALTH AT NAVASOTA INC	TELEMEDICINE
A/P	210109	8/27/2025	1,270.00	OLYMPUS AMERICA INC	SURGICAL SUPPLIES AND MAINT CONTRACT
A/P	209806	8/6/2025	822.57	OLYMPUS AMERICA INC	SURGICAL SUPPLIES AND MAINT CONTRACT
A/P	209880	8/13/2025	406.48	OLYMPUS AMERICA INC	SURGICAL SUPPLIES AND MAINT CONTRACT
A/P	210110	8/27/2025	900.00	ONE PHYSICS LLC	RAM AUDIT
A/P	210046	8/20/2025	3,084.00	PARAREV	REV INTEGRITY PROG/ QTRLY PROCESSING
A/P	209881	8/13/2025	3,437.55	PARTSSOURCE, LLC	MEDICAL EQUIP REPAIR SUPPLIES
A/P	210047	8/20/2025	1,607.07	PARTSSOURCE, LLC	MEDICAL EQUIP REPAIR SUPPLIES
A/P	210111	8/27/2025	1,331.14	PARTSSOURCE, LLC	MEDICAL EQUIP REPAIR SUPPLIES
A/P	901812	8/14/2025	925.27	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901838	8/26/2025	800.02	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901836	8/27/2025	766.03	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901803	8/15/2025	750.36	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901828	8/20/2025	656.04	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901775	8/1/2025	489.43	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901833	8/18/2025	407.94	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901784	8/8/2025	388.81	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901813	8/13/2025	355.12	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901826	8/21/2025	336.50	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901830	8/19/2025	252.69	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901824	8/22/2025	243.58	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901786	8/7/2025	216.69	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901853	8/29/2025	137.17	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901840	8/26/2025	128.78	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901787	8/6/2025	125.87	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901835	8/28/2025	90.63	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901799	8/4/2025	81.57	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901814	8/12/2025	79.08	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901789	8/5/2025	75.13	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901816	8/11/2025	17.13	PAY PLUS	3RD PARTY PAYOR FEE
A/P	210132	8/27/2025	120.00		PATIENT REFUND
A/P	209882	8/13/2025	144.24	PERFORMANCE HEALTH	PHYSICAL THERAPY SUPPLIES
A/P	210112	8/27/2025	20.23	PRECISION DYNAMICS CORP (POC)	MEDICAL SUPPLIES
A/P	209883	8/13/2025	2,952.47	PRESS GANEY ASSOCIATES, INC.	PROFESSIONAL FEES- ER, INPATIENT SVCS AND CLINIC
A/P	210048	8/20/2025	2,626.26	PRO ENERGY PARTNERS LLC	FUEL/PLANT OPS/ENERGY SERVICES
A/P	209884	8/13/2025	2,059.20	PROVATION	APEX BASIC QUARTERLY
A/P	209885	8/13/2025	374.91	QIAGEN INC	LABORATORY SUPPLIES
A/P	210113	8/27/2025	142.65	RAPID PRINTING LLC	MISCELLANEOUS PRINTING
A/P	209807	8/6/2025	2,540.80	REPUBLIC SERVICES #847	TRASH SERVICES
A/P	210049	8/20/2025	52.02		PATIENT REFUND
A/P	209808	8/6/2025	11.64	ROBERT RODRIQUEZ	EMPLOYEE REIMBURSEMENT FOR SUPPLIES
A/P	209909	8/15/2025	629.96	ROXANNA MARTINEZ	PAYROLL CHECK DUE TO CLOSE ACCT
A/P	209809	8/6/2025	357.63	SAMS CLUB DIRECT	FOOD SUPPLIES
A/P	210050	8/20/2025	699.55	SHANNA O'DONNELL, FNP	LICENSE RENEWAL
A/P	210051	8/20/2025	77.36		PATIENT REFUND
A/P	210052	8/20/2025	2,630.67	SHERWIN WILLIAMS	PAINT AND PAINT SUPPLIES FOR PLANT OPS- MONTHLY STATEMENT
A/P	209887	8/13/2025	1,350.65	SIEMENS FINANCIAL SERVICES	DIAGNOSTIC IMAGING EQUIP LEASE
A/P	209888	8/13/2025	3,507.72	SIEMENS MEDICAL SOLUTIONS INC	MAMMO EXAM EQUIP LEASE
A/P	209810	8/6/2025	2,617.41	SIEMENS MEDICAL SOLUTIONS INC	NUCLEAR MED EQUIPMENT LEASE
A/P	210114	8/27/2025	425.00	SIGN AD, LTD.	ADVERTISING
A/P	210053	8/20/2025	5,587.38	SINGLETON ASSOCIATES PA	MONTHLY ONSITE SERVICES FOR RADIOLOGY
A/P	210115	8/27/2025	602.23	SINGLETON ASSOCIATES PA	MONTHLY ONSITE SERVICES FOR RADIOLOGY
A/P	210054	8/20/2025	2,525.00	SOMETHING MORE MEDIA, INC.	ADVERTISING, GOOGLE AND FACEBOOK ADS
A/P	209889	8/13/2025	4,512.00	SOUTH TEXAS BLOOD & TISSUE CEN	BLOOD
A/P	210116	8/27/2025	3,218.00	SOUTH TEXAS BLOOD & TISSUE CEN	BLOOD
A/P	209811	8/6/2025	3,596.00	SPARKLIGHT	INTERNET/ CABLE
A/P	210117	8/27/2025	776.29	SPARKLIGHT	INTERNET/ CABLE
A/P	209890	8/13/2025	9,836.92	SPBS CLINICAL EQUIPMENT SRVC	BIOMED-PREVENTATIVE MAINTENANCE CONTRACT
A/P	209891	8/13/2025	24,011.25	SPECIALTY PROFESSIONAL	AGENCY STAFFING ER
A/P	210055	8/20/2025	11,400.00	SPECIALTY PROFESSIONAL	AGENCY STAFFING ER
A/P	210118	8/27/2025	3,372.50	SPECIALTY PROFESSIONAL	AGENCY STAFFING ER
A/P	209892	8/13/2025	375.00	ST DAVIDS HEALTHCARE	CONNECTIVITY FEE
A/P	209893	8/13/2025	535.24	STAPLES	OFFICE SUPPLIES
A/P	209812	8/6/2025	3,209.47	STERICYCLE, INC	WASTE DISPOSAL
A/P	210119	8/27/2025	428.68	STERIS CORPORATION	SURGICAL SUPPLIES
A/P	209894	8/13/2025	5,457.93	STRYKER SALES, LLC	MEDICAL EQUIPMENT / SUPPLIES
A/P	209813	8/6/2025	358.69	STRYKER SALES, LLC	MEDICAL EQUIPMENT / SUPPLIES
A/P	210056	8/20/2025	3,160.00	SUMMIT PAIN AND WELLNESS	PAIN MANAGEMENT SERVICES
A/P	209814	8/6/2025	4,200.00	SURGICAL DIRECT SOUTH	SUPPLIES FOR SURGERY
A/P	209815	8/6/2025	527.44	SYSMEX AMERICA, INC.	SUPPLIES
A/P	901806	8/15/2025	191,058.90	TEXAS COUNTY DRS	EMPLOYEE AND EMPLOYER RETIREMENT CONTRIBUTIONS
A/P	210121	8/27/2025	10,650.00	TEXAS MUTUAL INSURANCE CO	WORKERS COMP
A/P	210058	8/20/2025	5,420.00	TEXAS MUTUAL INSURANCE CO	WORKERS COMP
A/P	209816	8/6/2025	7,275.00	TEXAS SELECT STAFFING, LLC	NURSE STAFFING SERVICES FOR ER AND MED SURG
A/P	210122	8/27/2025	3,625.00	TEXAS SELECT STAFFING, LLC	NURSE STAFFING SERVICES FOR ER AND MED SURG
A/P	210059	8/20/2025	3,625.00	TEXAS SELECT STAFFING, LLC	NURSE STAFFING SERVICES FOR ER AND MED SURG
A/P	209895	8/13/2025	3,600.00	TEXAS SELECT STAFFING, LLC	NURSE STAFFING SERVICES FOR ER AND MED SURG
A/P	209817	8/6/2025	2,653.10	THERACOM, LLC	PHARMACY INVENTORY
A/P	209896	8/13/2025	118.82	THIRD COAST DISTRIBUTING LLC	AUTO PARTS AND MAINTENANCE
A/P	209897	8/13/2025	175.44	TMS SOUTH	PLANT SERVICES SUPPLIES
A/P	210060	8/20/2025	129.00	TRACI SHEPICK	REIMBURSEMENT BOOKS/RENEWAL
A/P	209898	8/13/2025	25.99	TRI WHOLESALE CO.	AUTO PARTS AND MAINTENANCE
A/P	209899	8/13/2025	1,617.67	TRIOSE, INC	FREIGHT
A/P	210061	8/20/2025	1,740.75	TRIZETTO PROVIDER SOLUTIONS	MAINT FEE/ PATIENT STATEMENT
A/P	209818	8/6/2025	1,715.02	TRIZETTO PROVIDER SOLUTIONS	MAINT FEE/ PATIENT STATEMENT
A/P	210062	8/20/2025	158,513.61	TRUBRIDGE	CRO- HOLDING CHECK
A/P	901818	8/11/2025	5,741.37	TSYS	CREDIT CARD PROCESSING FEE
A/P	901821	8/11/2025	1,882.69	TSYS	CREDIT CARD PROCESSING FEE

A/P	901820	8/11/2025	853.15	TSYS	CREDIT CARD PROCESSING FEE
A/P	901822	8/11/2025	214.85	TSYS	CREDIT CARD PROCESSING FEE
A/P	901823	8/11/2025	204.50	TSYS	CREDIT CARD PROCESSING FEE
A/P	901819	8/11/2025	78.23	TSYS	CREDIT CARD PROCESSING FEE
A/P	210057	8/20/2025	6,130.42	T-SYSTEM, INC	PHYSICIAN TRACKING LICENSE, READING FEES
A/P	210120	8/27/2025	146.00	T-SYSTEM, INC	PHYSICIAN TRACKING LICENSE, READING FEES
A/P	210063	8/20/2025	6,570.52	TTUHSC - HEALTH.EDU	ANNUAL HEALTH.EDU CONTRACT
A/P	210124	8/27/2025	29,914.50	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	209819	8/6/2025	6,846.10	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	209900	8/13/2025	3,033.60	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	210064	8/20/2025	1,000.88	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	209820	8/6/2025	15.00	UNITED RENTALS (NORTH AMERICA)	RENTAL
A/P	210065	8/20/2025	653.34	UPDOX LLC	HIPPA COMPLIANT eFAX
A/P	210066	8/20/2025	2,200.00	US POSTAL SERVICE	POSTAGE
A/P	209901	8/13/2025	467.57	VERATHON INC	SUPPLIES
A/P	209902	8/13/2025	460.00	VICTORIA AIR CONDITIONING LTD	A/C REPAIRS & MAINTENANCE
A/P	210125	8/27/2025	450.00	VICTORIA AIR CONDITIONING LTD	A/C REPAIRS & MAINTENANCE
A/P	210067	8/20/2025	40.00		PATIENT REFUND
A/P	210126	8/27/2025	3,467.50	VOCA LLC	AGENCY STAFFING- RADIOLOGY
A/P	209903	8/13/2025	3,467.50	VOCA LLC	AGENCY STAFFING- RADIOLOGY
A/P	209821	8/6/2025	3,730.00	VOCA LLC	AGENCY STAFFING- RADIOLOGY
A/P	901827	8/20/2025	2,455.65	WEBFILE TAX PYMT	SALES TAX
A/P	210127	8/27/2025	3,366.06	WERFEN USA LLC	MEDICAL / LABORATORY SUPPLIES
A/P	209872	8/6/2025	1,537.15	WERFEN USA LLC	MEDICAL / LABORATORY SUPPLIES
A/P	209904	8/13/2025	870.00	WEST COAST MEDICAL RESOURCES	SURGICAL SUPPLIES
A/P	901829	8/19/2025	1,655.24	WIRE OUT CBNA	CITIBANK CREDIT CARD PAYMENT
A/P	210128	8/27/2025	11,225.00	WOUND CARE SPECIALISTS	WOUND CARE SERVICES
A/P	210068	8/20/2025	1,288.00	ZIMMER US, INC.	SURGERY SUPPLIES
A/P TOTALS			<u>2,101,819.37</u>		

GPP	001151	8/15/2025	577.52	MMC OPERATING
NHG	000239	8/4/2025	38.22	MMC OPERATING
TUS	001191	8/22/2025	<u>312.03</u>	MMC OPERATING

ICP	12670	8/6/2025	4,166.67	MEMORIAL MEDICAL CENTER
ICP	12671	8/6/2025	365.28	MEMORIAL MEDICAL CENTER
		ICP TOTAL	<u>4,531.95</u>	

A/P	210069	8/20/25	154.30	FORTBEND HEALTHCARE CENTER
A/P	209823	8/6/25	38,728.87	GOLDENCREEK HEALTHCARE
A/P	209905	8/13/25	7,762.13	GOLDENCREEK HEALTHCARE
A/P	210070	8/20/25	52,481.23	GOLDENCREEK HEALTHCARE
A/P	210129	8/27/25	3,812.74	GOLDENCREEK HEALTHCARE
A/P	209874	8/6/25	10,124.50	LAVACA BAY NURSING AND REHAB
A/P	209906	8/13/25	56,690.18	LAVACA BAY NURSING AND REHAB
A/P	210071	8/20/25	3,092.19	LAVACA BAY NURSING AND REHAB
A/P	210130	8/27/25	13,510.41	LAVACA BAY NURSING AND REHAB
A/P	209907	8/13/25	6,953.77	SOLERA WEST HOUSTON
A/P	209825	8/6/25	110,093.07	TUSCANY VILLAGE
A/P	209908	8/13/25	54,862.06	TUSCANY VILLAGE
A/P	210073	8/20/25	108,030.83	TUSCANY VILLAGE
A/P	210131	8/27/25	122,894.35	TUSCANY VILLAGE

P/R	63508	8/1/2025	2,258.44	PAY PERIOD 7.11.25-7.24.25
P/R	63509	8/1/2025	719.68	PAY PERIOD 7.11.25-7.24.25
P/R	63510	8/1/2025	437.96	PAY PERIOD 7.11.25-7.24.25
P/R	63511	8/1/2025	742.22	PAY PERIOD 7.11.25-7.24.25
P/R	63512	8/1/2025	758.15	PAY PERIOD 7.11.25-7.24.25
P/R	63513	8/1/2025	977.76	PAY PERIOD 7.11.25-7.24.25
P/R	63514	8/1/2025	835.18	PAY PERIOD 7.11.25-7.24.25
P/R	63515	8/1/2025	727.02	PAY PERIOD 7.11.25-7.24.25
P/R	63516	8/29/2025	469.32	PAY PERIOD 8.8.25-8.21.25
P/R	63517	8/29/2025	114.80	PAY PERIOD 8.8.25-8.21.26
P/R	63518	8/29/2025	1,010.34	PAY PERIOD 8.8.25-8.21.27
P/R	63519	8/29/2025	1,031.48	PAY PERIOD 8.8.25-8.21.28
P/R	63520	8/29/2025	1,077.58	PAY PERIOD 8.8.25-8.21.29
P/R	99999	8/29/2025	387,691.33	PAY PERIOD 8.8.25-8.21.25
P/R	99999	8/15/2025	376,313.61	PAY PERIOD 7.25.25-8.7.25
P/R	99999	8/1/2025	384,402.07	PAY PERIOD 7.11.25-7.24.25
PAYROLL TOTAL			1,159,566.94	

A/P	209886	8/13/2025	(70.31)	RAPID PRINTING LLC
A/P	209600	8/19/2025	(3,431.50)	DSHS CENTRAL LAB MC2004
A/P	208735	8/15/2025	(89.67)	
VOIDED CHKS			<u>(3,521.17)</u>	
GRAND TOTAL			<u>3,852,485.49</u>	

Memorial Medical Center August 2025 Gross Payroll Report

Title	Dept Number	Dept Name	Gross
ACCOUNTING CLERK	088	ACCOUNTING	7,141.17
ACCOUNTS PAYABLE	088	ACCOUNTING	4,077.94
CONTROLLER	088	ACCOUNTING	8,137.70
			<u>19,356.81</u>
EXECUTIVE ASSISTANT	090	ADMINISTRATION	6,740.80
CEO	090	ADMINISTRATION	22,473.08
CFO	090	ADMINISTRATION	16,208.80
			<u>45,422.68</u>
CLINICAL IT SPCLST	082	ADMINISTRATION-CLINICAL SERVIC	9,790.47
DIRECTOR OF QUALITY	082	ADMINISTRATION-CLINICAL SERVIC	10,374.40
CNO	082	ADMINISTRATION-CLINICAL SERVIC	14,797.60
TRAUMA COORDINATOR	082	ADMINISTRATION-CLINICAL SERVIC	8,902.25
DIRECTOR	082	ADMINISTRATION-CLINICAL SERVIC	160.00
ADMIN ASSISTANT	082	ADMINISTRATION-CLINICAL SERVIC	4,958.42
			<u>48,983.14</u>
LEAD THERAPIST	053	BEHAVIORAL HEALTH	8,160.00
			<u>8,160.00</u>
SPEC PROJ/MKGT MGR	091	BUSINESS DEVELOPMENT	6,943.45
			<u>6,943.45</u>
REGISTERED NURSE	046	CARDIAC REHAB	10,222.55
			<u>10,222.55</u>
PURCHASING AGENT	012	CENTRAL SUPPLY	5,116.41
CENTRAL SUPPLY TECH	012	CENTRAL SUPPLY	2,346.02
CENTRAL SUPPLY TECH	012	CENTRAL SUPPLY	3,053.31
			<u>10,515.74</u>
OPERATOR	042	CLINIC FS	4,236.38
RECEPTIONIST	042	CLINIC FS	3,594.21
RECEPTIONIST	042	CLINIC FS	4,278.90
RECEPTIONIST	042	CLINIC FS	4,616.12
REFERRAL SPECIALIST	042	CLINIC FS	4,916.92
OPERATOR	042	CLINIC FS	4,566.02
RECEPTIONIST	042	CLINIC FS	2,198.56
REFERRAL SPECIALIST	042	CLINIC FS	1,106.19
OFFICE MANAGER	042	CLINIC FS	5,964.30
RECEPTIONIST	042	CLINIC FS	3,022.65
REFERRAL SPECIALIST	042	CLINIC FS	1,214.72
RECEPTIONIST	042	CLINIC FS	3,515.75
RECEPTIONIST	042	CLINIC FS	4,190.07
REFERRAL SPECIALIST	042	CLINIC FS	2,988.58
OPERATOR	042	CLINIC FS	3,612.22
OPERATOR	042	CLINIC FS	2,946.68

			56,968.27
RADIOLOGICAL TECH	031	DIAGNOSTIC IMAGING	10,331.95
RECEPT/SECRETARY	031	DIAGNOSTIC IMAGING	4,000.04
XRAY TECHNICIAN	031	DIAGNOSTIC IMAGING	4,136.10
RADIOLOGY TECH	031	DIAGNOSTIC IMAGING	6,409.84
RADIOLOGY TECH	031	DIAGNOSTIC IMAGING	886.00
RADIOLOGIC TECH	031	DIAGNOSTIC IMAGING	11,150.75
RADIOLOGICAL TECH	031	DIAGNOSTIC IMAGING	9,304.80
LEAD MAMMO TECH	031	DIAGNOSTIC IMAGING	9,749.51
NUCLEAR MED TECH	031	DIAGNOSTIC IMAGING	11,002.74
RADIOLOGICAL TECH	031	DIAGNOSTIC IMAGING	8,199.20
RADIOLOGICAL TECH	031	DIAGNOSTIC IMAGING	1,641.00
DIRECTOR	031	DIAGNOSTIC IMAGING	12,013.52
			88,825.45
DIRECTOR OF DIETARY	060	DIETARY	8,819.20
FOOD SERVICE STAFF	060	DIETARY	4,767.50
FOOD SERVICE STAFF	060	DIETARY	3,967.44
FOOD SERVICE STAFF	060	DIETARY	4,572.47
FOOD SERVICE STAFF	060	DIETARY	3,760.00
FOOD SERVICE STAFF	060	DIETARY	3,273.51
FOOD SERVICE STAFF	060	DIETARY	2,693.64
FOOD SERVICE STAFF	060	DIETARY	5,047.42
FOOD SERVICE STAFF	060	DIETARY	4,247.11
			41,148.29
REGISTERED NURSE	015	EMERGENCY ROOM	10,886.66
REGISTERED NURSE	015	EMERGENCY ROOM	7,800.64
REGISTERED NURSE	015	EMERGENCY ROOM	1,247.01
DIRECTOR	015	EMERGENCY ROOM	12,588.09
REGISTERED NURSE	015	EMERGENCY ROOM	5,919.45
REGISTERED NURSE	015	EMERGENCY ROOM	6,035.67
REGISTERED NURSE	015	EMERGENCY ROOM	7,040.83
REGISTERED NURSE	015	EMERGENCY ROOM	5,320.04
REGISTERED NURSE	015	EMERGENCY ROOM	3,668.07
REGISTERED NURSE	015	EMERGENCY ROOM	961.88
REGISTERED NURSE	015	EMERGENCY ROOM	124.31
REGISTERED NURSE	015	EMERGENCY ROOM	7,535.20
REGISTERED NURSE	015	EMERGENCY ROOM	457.44
REGISTERED NURSE	015	EMERGENCY ROOM	10,960.25
REGISTERED NURSE	015	EMERGENCY ROOM	5,660.94
REGISTERED NURSE	015	EMERGENCY ROOM	8,683.23
REGISTERED NURSE	015	EMERGENCY ROOM	6,121.21
REGISTERED NURSE	015	EMERGENCY ROOM	12,460.41
REGISTERED NURSE	015	EMERGENCY ROOM	951.57
REGISTERED NURSE	015	EMERGENCY ROOM	10,869.32
REGISTERED NURSE	015	EMERGENCY ROOM	2,783.51
REGISTERED NURSE	015	EMERGENCY ROOM	7,522.94
			135,598.67
EVS SUPERVISOR	065	ENVIRONMENTAL SERVICES	6,404.42

ES AIDE	065	ENVIRONMENTAL SERVICES	2,880.00
ES AIDE	065	ENVIRONMENTAL SERVICES	3,685.28
ES AIDE	065	ENVIRONMENTAL SERVICES	2,620.36
FLOOR TECH	065	ENVIRONMENTAL SERVICES	3,943.20
ES TEAM LEAD	065	ENVIRONMENTAL SERVICES	3,964.97
EVS AIDE	065	ENVIRONMENTAL SERVICES	2,164.31
FLOOR TECHNICIAN	065	ENVIRONMENTAL SERVICES	2,276.63
ES AIDE	065	ENVIRONMENTAL SERVICES	2,640.00
EVS AIDE	065	ENVIRONMENTAL SERVICES	3,348.34
EVS AIDE	065	ENVIRONMENTAL SERVICES	3,279.77
ES AIDE	065	ENVIRONMENTAL SERVICES	3,032.00
ES AIDE	065	ENVIRONMENTAL SERVICES	3,759.75
ES AIDE	065	ENVIRONMENTAL SERVICES	3,897.60
FLOOR TECHNICIAN	065	ENVIRONMENTAL SERVICES	3,592.00
FLOOR TECH	065	ENVIRONMENTAL SERVICES	4,481.16
			55,969.79
HIM SPECIALIST	055	HEALTH INFORMATION MANAGEMENT	4,933.42
HIM SPECIALIST	055	HEALTH INFORMATION MANAGEMENT	1,305.00
DIRECTOR OF HIM	055	HEALTH INFORMATION MANAGEMENT	482.30
BIRTH REG/DIS ANALYS	055	HEALTH INFORMATION MANAGEMENT	3,329.27
DIRECTOR OF HIM	055	HEALTH INFORMATION MANAGEMENT	10,436.80
			20,486.79
NURSE PRACTITIONER	043	HOSPITAL CAMPUS RHC	24,719.81
MEDICAL ASSISTANT	043	HOSPITAL CAMPUS RHC	4,700.93
LVN	043	HOSPITAL CAMPUS RHC	5,336.00
MEDICAL ASSISTANT	043	HOSPITAL CAMPUS RHC	4,017.00
			38,773.74
HR MANAGER	093	HUMAN RESOURCES	7,240.00
HR GENERALIST	093	HUMAN RESOURCES	5,749.92
			12,989.92
REGISTERED NURSE	005	ICU	10,905.37
REGISTERED NURSE	005	ICU	74.00
REGISTERED NURSE	005	ICU	11,301.81
REGISTERED NURSE	005	ICU	12,076.73
REGISTERED NURSE	005	ICU	7,540.47
REGISTERED NURSE	005	ICU	12,200.84
REGISTERED NURSE	005	ICU	1,310.19
REGISTERED NURSE	005	ICU	3,658.38
REGISTERED NURSE	005	ICU	11,558.91
REGISTERED NURSE	005	ICU	7,639.74
			78,266.44
CIHCP COORDINATOR	074	INDIGENT CARE PROGRAM	6,031.26
			6,031.26
IT DIRECTOR	080	INFORMATION TECHNOLOGY	10,994.86
IT SYSTEM ANALYST	080	INFORMATION TECHNOLOGY	5,049.94
IT SYSTEM ANALYST	080	INFORMATION TECHNOLOGY	9,152.25

			25,197.05
INFUSION NURSE	025	INFUSION CLINIC	9,419.52
INFUSION SVC COORD	025	INFUSION CLINIC	3,595.83
INFUSION SERV. COOR.	025	INFUSION CLINIC	3,220.20
			16,235.55
MEDICAL LAB TECH	020	LABORATORY	8,942.35
MEDICAL TECHNOLOGIST	020	LABORATORY	568.00
MEDICAL LAB TECH	020	LABORATORY	9,185.51
LAB ASSISTANT	020	LABORATORY	546.50
MEDICAL TECH	020	LABORATORY	962.75
LAB ASSISTANT	020	LABORATORY	3,833.98
MEDICAL LAB TECH	020	LABORATORY	9,481.50
CHEMISTRY/BB SPVS	020	LABORATORY	11,507.57
MEDICAL LAB TECH	020	LABORATORY	6,217.26
LAB DIRECTOR	020	LABORATORY	14,512.24
LAB ASSISTANT	020	LABORATORY	4,272.34
LAB COORDINATOR	020	LABORATORY	5,059.84
LAB ASSISTANT	020	LABORATORY	1,904.50
MLT	020	LABORATORY	3,627.00
LAB ASSISTANT	020	LABORATORY	2,642.00
MEDICAL TECHNOLOGIST	020	LABORATORY	472.00
LAB ASSISTANT	020	LABORATORY	1,848.25
MEDICAL TECH	020	LABORATORY	3,319.75
LAB ASSISTANT	020	LABORATORY	1,623.88
LAB ASSISTANT	020	LABORATORY	2,820.00
MEDICAL LAB TECH	020	LABORATORY	9,432.62
LAB ASSISTANT	020	LABORATORY	1,160.56
LAB COORDINATOR	020	LABORATORY	1,830.94
			105,771.34
REGISTERED NURSE	002	MED/SURG	8,065.80
REGISTERED NURSE	002	MED/SURG	12,108.02
DIRECTOR OF INPT SVC	002	MED/SURG	11,431.20
REGISTERED NURSE	002	MED/SURG	7,485.31
REGISTERED NURSE	002	MED/SURG	1,224.91
LVN	002	MED/SURG	2,021.29
REGISTERED NURSE	002	MED/SURG	12,379.51
LICENSED VOCATIONAL	002	MED/SURG	6,758.91
REGISTERED NURSE	002	MED/SURG	11,143.92
CERTIFIED NURSE AIDE	002	MED/SURG	6,443.59
CERTIFIED NURSE AIDE	002	MED/SURG	702.00
REGISTERED NURSE	002	MED/SURG	8,788.09
REGISTERED NURSE	002	MED/SURG	3,669.50
REGISTERED NURSE	002	MED/SURG	7,168.28
REGISTERED NURSE	002	MED/SURG	10,307.36
REGISTERED NURSE	002	MED/SURG	8,340.20
CERTIFIED NURSE AIDE	002	MED/SURG	2,515.20
REGISTERED NURSE	002	MED/SURG	2,128.00
REGISTERED NURSE	002	MED/SURG	8,771.10
CERTIFIED NURSE AIDE	002	MED/SURG	3,062.45

STUDENT NURSE TECH	002	MED/SURG	522.33
REGISTERED NURSE	002	MED/SURG	1,832.64
REGISTERED NURSE	002	MED/SURG	6,508.87
STUDENT NURSE TECH	002	MED/SURG	3,612.90
LVN	002	MED/SURG	7,799.35
REGISTERED NURSE	002	MED/SURG	6,170.49
LICENSED VOCATIONAL	002	MED/SURG	4,884.48
CERTIFIED NURSE AIDE	002	MED/SURG	3,344.31
REGISTERED NURSE	002	MED/SURG	1,794.75
REGISTERED NURSE	002	MED/SURG	488.50
REGISTERED NURSE	002	MED/SURG	7,053.07
REGISTERED NURSE	002	MED/SURG	2,434.45
REGISTERED NURSE	002	MED/SURG	1,378.63
REGISTERED NURSE	002	MED/SURG	6,693.02
REGISTERED NURSE	002	MED/SURG	7,712.40
			196,744.83

LVN	041	MEMORIAL MEDICAL CLINIC	6,543.75
NURSE PRACTITIONER	041	MEMORIAL MEDICAL CLINIC	20,841.12
CLINICAL COORDINATOR	041	MEMORIAL MEDICAL CLINIC	8,618.85
NURSE PRACTITIONER	041	MEMORIAL MEDICAL CLINIC	17,307.70
LVN	041	MEMORIAL MEDICAL CLINIC	6,248.30
MEDICAL ASSISTANT	041	MEMORIAL MEDICAL CLINIC	3,026.54
MEDICAL ASSISTANT	041	MEMORIAL MEDICAL CLINIC	3,707.13
NURSE PRACTITIONER	041	MEMORIAL MEDICAL CLINIC	26,023.92
MEDICAL ASSISTANT	041	MEMORIAL MEDICAL CLINIC	3,817.56
MEDICAL ASSISTANT	041	MEMORIAL MEDICAL CLINIC	3,452.97
MEDICAL ASSISTANT	041	MEMORIAL MEDICAL CLINIC	3,913.13
MEDICAL ASSISTANT	041	MEMORIAL MEDICAL CLINIC	4,288.16
LVN	041	MEMORIAL MEDICAL CLINIC	7,041.38
INTERIM PRAC ADMIN	041	MEMORIAL MEDICAL CLINIC	9,939.38
NURSE PRACTITIONER	041	MEMORIAL MEDICAL CLINIC	24,502.92
MEDICAL ASSISTANT	041	MEMORIAL MEDICAL CLINIC	5,118.14
MEDICAL ASSISTANT	041	MEMORIAL MEDICAL CLINIC	3,391.51
MEDICAL ASSISTANT	041	MEMORIAL MEDICAL CLINIC	2,495.82
LAB ASSISTANT	120	MMC CLINIC - LABORATORY	6,033.39
MEDICAL LAB TECH	120	MMC CLINIC - LABORATORY	6,652.50
LAB ASSISTANT	120	MMC CLINIC - LABORATORY	3,703.64
			176,667.81

LICENSED VOCATIONAL	001	OBSTETRICS	6,823.63
REGISTERED NURSE	001	OBSTETRICS	10,119.10
REGISTERED NURSE	001	OBSTETRICS	5,961.57
REGISTERED NURSE	001	OBSTETRICS	8,222.43
REGISTERED NURSE	001	OBSTETRICS	1,801.70
REGISTERED NURSE	001	OBSTETRICS	1,907.75
REGISTERED NURSE	001	OBSTETRICS	9,999.52
REGISTERED NURSE	001	OBSTETRICS	9,731.46
REGISTERED NURSE	001	OBSTETRICS	14,109.27
REGISTERED NURSE	001	OBSTETRICS	9,526.10
REGISTERED NURSE	001	OBSTETRICS	11,868.62
REGISTERED NURSE	001	OBSTETRICS	583.99

REGISTERED NURSE	001	OBSTETRICS	3,876.16
REGISTERED NURSE	001	OBSTETRICS	490.76
			95,022.06
OCCUPATIONAL THERAPY	048	OCCUPATIONAL THERAPY	11,018.40
COTA	048	OCCUPATIONAL THERAPY	392.00
SLP	048	OCCUPATIONAL THERAPY	12,230.76
			23,641.16
INS COORDINATOR	076	PATIENT FINANCIAL SERVICES	4,051.65
INS COORDINATOR	076	PATIENT FINANCIAL SERVICES	5,066.41
CASHIER-SWITCHBOARD	076	PATIENT FINANCIAL SERVICES	3,575.88
INS ADJUDICATOR	076	PATIENT FINANCIAL SERVICES	5,414.72
BILLING CLERK	076	PATIENT FINANCIAL SERVICES	750.00
DIRECTOR OF REV/BILL	076	PATIENT FINANCIAL SERVICES	11,147.67
REG CLERK TEAM LEAD	076	PATIENT FINANCIAL SERVICES	6,009.04
REGISTRATION CLERK	076	PATIENT FINANCIAL SERVICES	1,035.50
REGISTRATION CLERK	076	PATIENT FINANCIAL SERVICES	1,439.84
REGISTRATION CLERK	078	PFS - REGISTRATION	4,701.80
REGISTRATION CLERK	078	PFS - REGISTRATION	4,311.67
ER CLERK	078	PFS - REGISTRATION	3,978.14
ER CLERK	078	PFS - REGISTRATION	1,329.00
ER CLERK	078	PFS - REGISTRATION	3,122.80
ER CLERK	078	PFS - REGISTRATION	3,803.21
ER CLERK	078	PFS - REGISTRATION	586.50
			60,323.83
REG PHARM TECH SUPER	038	PHARMACY	6,234.87
PHARMACY TECH	038	PHARMACY	5,344.50
PHARMACY TECH	038	PHARMACY	4,125.57
PHARMACY TECHNICIAN	038	PHARMACY	4,737.10
			20,442.04
RECEPTIONIST	050	PHYSICAL THERAPY	3,932.54
DIRECTOR REHAB SRVCS	050	PHYSICAL THERAPY	14,405.49
PHYSICAL THERAPIST	050	PHYSICAL THERAPY	11,010.85
OFFICE COORDINATOR	050	PHYSICAL THERAPY	3,560.92
LEAD PTA	050	PHYSICAL THERAPY	7,741.74
PTA	050	PHYSICAL THERAPY	166.25
PHYSICAL THERAPIST	050	PHYSICAL THERAPY	11,066.40
PTA	050	PHYSICAL THERAPY	5,993.75
STUDENT REHAB TECH	050	PHYSICAL THERAPY	1,826.50
			59,704.44
FACILITIES MGMT DIR.	063	PLANT OPERATIONS	13,815.41
PLANT OPS SPECIALIST	063	PLANT OPERATIONS	6,354.85
PLANT OPS SPECIALIST	063	PLANT OPERATIONS	4,688.52
PLANT OPS SPECIALIST	063	PLANT OPERATIONS	4,502.36
PLANT OPS SPECIALIST	063	PLANT OPERATIONS	5,010.14
PLANT OPS SPECIALIST	063	PLANT OPERATIONS	8,247.82
			42,619.10

SECURITY SUPERVISOR	068	SECURITY	6,955.87
SECURITY OFFICER	068	SECURITY	5,049.06
SECURITY OFFICER	068	SECURITY	3,784.31
SECURITY OFFICER	068	SECURITY	4,310.47
			<u>20,099.71</u>
LICENSED VOCATIONAL	007	SURGERY	7,559.56
REGISTERED NURSE	007	SURGERY	8,216.20
REGISTERED NURSE	007	SURGERY	9,874.74
CERTIFIED STERIL TEC	007	SURGERY	4,906.05
PERIOPERATIVE RN	007	SURGERY	7,641.90
REGISTERED NURSE	007	SURGERY	8,224.43
OR AIDE	007	SURGERY	3,901.67
SURGERY MANAGER	007	SURGERY	13,062.40
PERIOPERATIVE RN	007	SURGERY	11,890.08
REGISTERED NURSE	007	SURGERY	2,046.38
PERIOPERATIVE RN	007	SURGERY	5,331.00
			<u>82,654.41</u>
CASE MANAGER/UR/DP	072	UTILIZATION REVIEW	10,177.75
			<u>10,177.75</u>
			<u><u>1,619,964.07</u></u>

07

7. Consider and take necessary action to approve the Amending Plat of Spradlin Place.
(RB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

Ronald Best

Calhoun County Commissioner, Precinct #2

5812 FM 1090 N
Port Lavaca, TX 77979



(361)552-9656
ronny.best@calhouncotx.org

September 25, 2025

Honorable Vern Lyssy
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Please place the following item on the next Commissioners' Court Agenda

- Consider and take necessary action to approve the Amending Plat of Spradlin Place.

Sincerely,

Ronald Best
RB/lj



CALHOUN COUNTY APPRAISAL DISTRICT

I HEREBY CERTIFY THAT THE AD VALOREM TAXES ON THE LAND INCLUDED HEREIN THE BOUNDARIES OF THIS PLAT ARE PAID FOR THE TAX YEAR 2024, AND ALL PRIOR YEARS. IF APPLICABLE, THE ABOVE-DESCRIBED PROPERTY HAS RECEIVED SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL RESIDENCE TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL COMPTROLLER RULE 8.04(b) ON PROPERTY OBTAINED FROM THE APPRAISAL ROLL AND DESCRIBED UNDER TAX CODE SECTION 25.21. IS NOT INCLUDED IN THIS CERTIFICATE (TAX CODE SECTION 24.00(b)).

SIGNED THIS 17th DAY OF September, 2025.
Paul Smith
 PAUL SMITH
 CHIEF APPRAISER

COUNTY CLERK'S CERTIFICATE

FLOODPLAIN ADMINISTRATOR

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR CALHOUN COUNTY, TEXAS, COMMUNITY FLOOD INSURANCE MAP (CFM) REVISED OCTOBER 16, 2014, THE SUBJECT PROPERTY IS LOCATED IN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, BASE FLOOD ELEVATION DETERMINED.

A DEVELOPMENT PERMIT IS REQUIRED FROM THE FLOOD PLAIN ADMINISTRATOR'S OFFICE.
 211 SOUTH MAIN STREET, ROOM 301,
 PORT LAVACA, TEXAS, 77955
 PHONE: 361-655-4455.

Ladonna Higgins
 LADONNA HIGGINS
 FLOODPLAIN ADMINISTRATOR

CALHOUN COUNTY E-9-1-1 EMERGENCY COMMUNICATIONS DISTRICT

I HEREBY CERTIFY THAT THE FOREGOING AMENDING PLAT OF SPRADLIN PLACE MEETS THE CURRENT 911 REQUIREMENTS.

Raquel Morales
 RAQUEL MORALES
 DISTRICT COORDINATOR
 (957) 552-4655

COMMISSIONER'S COURT

THE COMMISSIONER'S COURT MEETING IN REGULAR SESSION ON _____, 2025
 APPROVED THE PLAT DEDICATION OF ROADS DESCRIBED HEREON.

Vern Lysey
 County Judge

RONALD BEET
 COMMISSIONER PRECINCT 7

HEALTH DEPARTMENT APPROVAL

NO BUILDING CONSTRUCTED IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE BUILDING IS CONNECTED USING A PERMITTED FUNCTIONAL ON-SITE SEWER FACILITY (OSSF) APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR ITS AUTHORIZED AGENT.

Maria Tamm 25175

OWNER'S CERTIFICATE

STATE OF TEXAS
 COUNTY OF CALHOUN

I, (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AMENDING PLAT OF SPRADLIN PLACE AND WHOSE NAME IS SUBSCRIBED HEREIN, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREON EXPRESSED.

Raymond L. Morris
 RAYMOND L. MORRIS
 PO BOX 1007
 MASON, TX 75846

STATE OF TEXAS
 COUNTY OF CALHOUN

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED *RAYMOND L. MORRIS* KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXERCISED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREON STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF September, 2025.

Michael Morris
 MICHAEL MORRIS
 Notary Public
 My Comm. Expires 04-13-2028
 COUNTY, TEXAS



REVISED 09/16/2025



2224 N. COMMERCE ST.
 VICTORIA, TEXAS 77901
 PHONE: (361) 678-0837
 FIRM # 1002190

AMENDING PLAT SPRADLIN PLACE

PROJECT:

DESCRIPTION:

SEND A 35.78 ACRE TRACT OF LAND SITUATED IN THE
 VALENTE GARCIA SURVEY, ABSTRACT NO. 17, CALHOUN COUNTY, TEXAS.

DGN BY: MMB

DATE: 09/16/25

FILE: 825488.01

JOB: 825488.01

SHEET 2 OF 2

08

8. Consider and take necessary action to transfer a Dell Latitude 550 BXT Base Laptop Serial No. 658XQV2 from the County Court at Law Inventory to the County Clerk. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

09

9. Consider and take necessary action to accept anonymous donation to the Sheriffs Office to be deposited into the Motivation account (2697-001-49082-679) in the amount of \$75.00. (VLL)

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Joel Behrens, Commissioner Pct 3

SECONDER:

Gary Reese, Commissioner Pct 4

AYES:

Judge Lyssy, Commissioner Best, Behrens, Reese

**CALHOUN COUNTY, TEXAS
COUNTY SHERIFF'S OFFICE**

**211 SOUTH ANN STREET
PORT LAVACA, TEXAS 77979**

**PHONE NUMBER (361) 553-4646
FAX NUMBER (361) 553-4668**

MEMO TO: VERN LYSSY, COUNTY JUDGE

SUBJECT: ACCEPT DONATION TO SHERIFF'S OFFICE

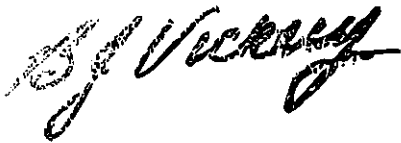
DATE: September 10, 2025

Please place the following item(s) on the Commissioner's Court agenda for the date(s) indicated:

AGENDA FOR SEPTEMBER 17, 2025

* Consider and take necessary action to accept anonymous donation to the Sheriff's Office to be deposited into the Motivation account (2697-001-49082-679) in the amount of \$75.00.

Sincerely,

A handwritten signature in black ink, appearing to read "Bobbie Vickery", written in a cursive style.

Bobbie Vickery
Calhoun County Sheriff

102 BISCAYNE ST
PORT LAVACA, TX 77979

9/4/25
DATE

1033
30-8968/3140

PAY TO THE ORDER OF CALHOUN COUNTY SHERIFFS DEPT \$ 75⁰⁰/₁₀₀
SEVENTY FIVE & 00/100 DOLLARS

RBFCU 
rbfcu.org

FREEDOM
CHECK

FOR _____

⑆314089681⑆ ⑈ 1033

10

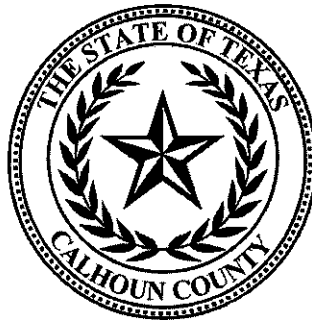
10. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Insecticides for Mosquito Control, Bid Number 2026.01, for the period January 1, 2026 through December 31, 2026, and authorize the County Auditor to advertise for bids. Bids will be due before 2:00:00PM, Thursday, October 30, 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

INVITATION TO BID

**ANNUAL SUPPLY CONTRACT FOR
INSECTICIDES FOR MOSQUITO CONTROL**

BID NUMBER: 2026.01
BID TERM: JANUARY 1, 2026 THROUGH DECEMBER 31, 2026



SEALED BIDS ARE DUE BEFORE:
2:00:00 PM, Thursday, October 30, 2025

AT THE OFFICE OF:
Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

Public Opening of the Bids will be conducted immediately after the closing of the 2:00:00 PM deadline, Thursday, October 30, 2025 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, 2026.

CONTENTS

- Invitation to Bid (Page 3)
- Return Instructions (Page 4)
- General Conditions (Pages 5-16)
- Specifications (Pages 17-22)
- Contact, Billing and Location Information for Calhoun County Precincts (Page 23)
- Required Forms to be returned when submitting a Bid (Pages 24-45)
If any Required Form is “Not Applicable”, mark “NA” and include when submitting a Bid
 - Invitation to Bid Form (Pages 25-31)
 - Vendor and Order Information Form (Page 32)
 - Affidavit (Page 33)
 - Conflict of Interest Questionnaire Form CIQ (Page 35)
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 38)
 - Certification Regarding Lobbying (Page 39)
 - Disclosure of Lobbying Activities (Page 41)
 - House Bill 89 Verification (Page 42)
 - Residence Certification (Page 43)
 - W-9 (Page 44)
 - Material Information and Safety Data Sheet for each insecticide or product Bid on (Page 45)

OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Copy of Contract (to be completed AFTER the Bid is awarded) (Pages 46-48)

INVITATION TO BID

Notice is hereby given that the Commissioners Court of Calhoun County, Texas, will receive SEALED BIDS for Insecticides for Mosquito Control for the County's Road and Bridge Precincts.

BID NUMBER: 2026.01, ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

Bids are for a one (1) year period: January 1, 2026 through December 31, 2026

The complete Invitation to Bid Packet can be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2026) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, THURSDAY, OCTOBER 30, 2025. Immediately after the closing of the 2:00:00 PM deadline, all Bids will be publicly opened in the County Judge's office in the Calhoun County Courthouse at 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any entity in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

All bids (one original) must be delivered to the office of the Calhoun County Judge before 2:00:00 PM, Thursday, October 30, 2025, in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope:
SEALED BID NUMBER 2026.01 ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Calhoun County Commissioners Court reserves the right to waive any formality, technicality or irregularity, accept or reject any and or all Bids and to accept the Bid deemed most advantageous to and in the best interest of Calhoun County. The award of a Bid shall be made to the responsible vendor whose Bid is determined to be the most beneficial to Calhoun County, taking into consideration the relative importance of price and other factors set forth in the Invitation to Bid Packet.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit Bids.

Candice Villarreal
County Auditor
Calhoun County, Texas

RETURN INSTRUCTIONS

For

Submitting a Bid for
ANNUAL SUPPLY CONTRACT FOR
INSECTICIDES FOR MOSQUITO CONTROL

Bid Number: 2026.01

Bid Period: January 1, 2026 through December 31, 2026

Return the following BEFORE 2:00:00 PM, THURSDAY, OCTOBER 30, 2025

Check List for submitting your Bid:

Return One (1) Original of only the following forms

Be sure all of the below forms are included and completed, signed, dated and returned. If "Not Applicable", mark "NA" and include when submitting a Bid.

The submitted Bid consists only of the following forms (only the below forms need to be returned)

- _____ Invitation to Bid Form (Pages 25-31)
- _____ Vendor and Order Information Form (Page 32)
- _____ Affidavit (Page 33)
- _____ Conflict of Interest Questionnaire, Form CIQ (Page 35)
- _____ Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 38)
- _____ Certification Regarding Lobbying (Page 39)
- _____ Disclosure of Lobbying Activities (Page 41)
- _____ House Bill 89 Verification (Page 42)
- _____ Residence Certification (Page 43)
- _____ W-9 (Page 44)
- _____ Material Information and Safety Data Sheet for each insecticide or product Bid on (Page 45)

Do Not Fold any of the above information.

Bid must be returned in a SEALED 9 x 12 or larger envelope clearly marked:

SEALED BID NUMBER 2026.01 – ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

If you send your bid by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2026.01 – ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

Sealed Bid may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 S. Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Bid must be sealed (with the glue on the envelope or tape)

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor.

The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Vern L. Lyssy, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun 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 the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun 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 bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor 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 Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, 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 Bid, RFP, RFQ, and/or Contract, 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 Bid, RFP, RFQ, and/or Contract 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.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract 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 as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent 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 company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards

promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease *or* if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease *or* name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

- #4 Fill in the correct information if this applies
- OR**
- #5 Mark an X in the Box if this applies
- #6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

Calhoun County, Texas
POLICY OF COMPLIANCE
SECTION 2252.908 TEXAS GOVERNMENT CODE
Approved by Commissioners Court January 28, 2016
Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINT

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

**SPECIFICATIONS FOR
ANNUAL SUPPLY CONTRACT FOR
INSECTICIDES FOR MOSQUITO CONTROL
BID NUMBER: 2026.01**

BY ORDER of the Commissioners Court of Calhoun County, Texas, sealed Bids will be received for Insecticides for Mosquito Control for the County's Road and Bridge Precincts.

Contact, billing and location for each Calhoun County Road and Bridge Precinct can be found on the Form: Contact, Billing and Location Information for Calhoun County Precincts

INVITATION TO BID PACKET

The complete Invitation to Bid Packet may be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2026) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

The complete Invitation to Bid Packet must be used in preparing the Bid. Calhoun County does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete Invitation to Bid Packet.

SUBMISSION OF SEALED BIDS

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, Thursday, October 30, 2025, in the County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

ALL BIDS (one original) shall be delivered to the office of the Calhoun County Judge in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope:

SEALED BID NUMBER 2026.01

ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

If the SEALED BID is sent by UPS, FedEx, or other delivery service, the outside of this envelope must be clearly marked: **SEALED BID NUMBER 2026.01**

ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

SEALED BIDS may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

A late delivery with an early postmark will not suffice.

Calhoun County is not responsible for the delivery of your Bid to the office of the County Judge or delivery to the wrong office. If you choose to send your Bid by postal delivery, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your Bid prior to the Bid due date and time.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any vendor in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline. No Bids will be accepted after the due date and 2:00:00 PM deadline has been reached.

BID TERM

The Bid shall be in effect for a period of one (1) year: January 1, 2026 through December 31, 2026.

BID INFORMATION/REQUIREMENTS

To submit a valid Bid, read the entire Invitation to Bid Packet for all requirements and required forms that must be included and returned with the submitted Bid.

Calhoun County is always very conscious and extremely appreciative of the time and effort you have expended to submit a Bid. If you will not be submitting a Bid, we would appreciate you indicating on your "NO BID" response any requirements of this Bid request which may have influenced your decision to "NO BID".

Calhoun County is not responsible for errors if the Bid forms are handwritten. It is recommended that all information submitted by the vendor on the Bid forms be typed. If handwritten, must be in ink and legible. White out is not acceptable.

INSECTICIDES FOR MOSQUITO CONTROL (Bid Item Listed or Equivalent)

- Bid Item #1: Mineral Oil
BVA Mosquito Larvicide Oil – MC30 or Equivalent
- Bid Item #2: Malathion or Equivalent
- Bid Item #3: Malathion EW or Equivalent
- Bid Item #4: 30-30 ULV or Equivalent
- Bid Item #5: 31-66 ULV or Equivalent
- Bid Item #6: 31-67 ULV or Equivalent
- Bid Item #7: 4-4 ULV or Equivalent
- Bid Item #8: 4-8 ULV or Equivalent
- Bid Item #9: Altosid 30 Day Briquets or Equivalent
- Bid Item #10: Altosid XR Extended Residual Briquets or Equivalent
- Bid Item #11: DeltaGard or Equivalent
- Bid Item #12: FourStar Sustained Release 45/90/180 Day Microbial Briquets
or Equivalent

Vendor may submit a Bid for any or all Insecticides for Mosquito Control or Equivalent.

Vendor must be able to furnish Bid items under terms of these specifications and general conditions if vendor is awarded a Bid.

Calhoun County is EXEMPT from all Sales Tax (county, city and state sales tax) and all Federal Excise Taxes, if applicable under Section 151.309 of the Texas Tax Code. Upon request, tax exempt forms will be furnished to the vendor by the County Auditor's Office. Vendor is to issue its Texas Resale Certificate to vendors or subcontractors for such items qualifying for this exemption.

One (1) copy of the Material Information and Safety Data Sheet(s) listing the active ingredients and safety instructions for each insecticide or product the vendor is submitting a Bid on must be returned with the vendor's Bid. Bid Item Number (as on the Invitation to Bid Form) must be on each one.

Safety Data Sheets and Placards, if applicable, must be furnished at the time of delivery as specified by State and/or Federal Regulations.

All charges, including, but not limited to, freight, handling charges, fuel surcharges and special delivery fees must be included in Bid price or clearly stated on Bid form. Additional charge listed separately, if any, will increase the amount of the Bid.

Only other fees or charges listed on the Invitation to Bid form or separate page that is signed and dated by an authorized representative and returned by the vendor with their Bid and awarded as such to the successful vendor will be allowed to be included on the invoice when the awarded vendor submits the invoice for payment.

Any exceptions and or variations from the specifications in this Bid document must be indicated on the Bid form or on a separate attachment to the Bid and labeled as such. Exceptions taken and/or variations made to the specifications and listed on the vendor's Bid or separate attachment may void the Bid.

Insecticides for Mosquito Control shall be ordered in quantities as determined by each Calhoun County Commissioner.

The request for a Bid on an insecticide or product does not guarantee that Calhoun County will purchase this insecticide or product during the Bid period. Calhoun County does not guarantee to purchase any minimum or maximum quantities. The insecticides or products will only be ordered as needed.

When required, all insecticides or products ordered will be delivered to the Calhoun County Precinct within 24 hours from time of order. In the event the awarded vendor is unable to deliver the insecticide(s) or product(s) ordered within 24 hours from time of order, Calhoun County reserves the right to cancel the order and re-order the said insecticide(s) or product(s) from the vendor which submitted the next lowest Bid that met specifications and can deliver within 24 hours from time of order. Calhoun County shall not incur any penalties, fees and/or other charges when cancelling an order.

Vendor shall be required to notify Calhoun County in the event of unforeseen delay arising in the delivery of an order. In the event an order will not arrive at the Calhoun County Precinct at the designated time, Calhoun County shall have the right to refuse acceptance of the order and Calhoun County shall not be assessed any penalties, fees and/or other costs due to this refusal.

In the event the vendor is unable to furnish any item within a reasonable time after an order is placed due to strikes, war or any reason beyond the vendor's and/or supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be cancelled.

Calhoun County or the vendor have the right to cancel the delivery of an insecticide(s) or product(s) at any time due to weather, road conditions and/or machinery breakdown. No penalties, fees and/or other charges will be billed to Calhoun County if the delivery of an insecticide(s) or product(s) is cancelled by Calhoun County or the vendor due to weather, road conditions and/or machinery breakdown.

The County reserves the right to refuse any order delivered for not being in compliance with the specifications, general conditions and/or the "Hazardous Communications Act", commonly known as the "Texas Right to Know Act".

The vendor, at the vendor's cost, shall immediately remove the insecticide(s) or product(s) from the Calhoun County Precinct that are deemed unsatisfactory, and are not in compliance with the specifications, general conditions and/or do not meet State and/or Federal Regulations. No penalties, fees, and/or other charges will be billed to Calhoun County for the removal of the insecticide(s) or product(s) from the Calhoun County Precinct.

Calhoun County reserves the right to conduct random sampling of pre-qualified insecticides or products for testing and to perform random audits of test reports. Calhoun County representatives may sample insecticides or products from the manufacturing plant, terminal, shipping container and any other source they deem necessary to insure reliability of the insecticides or products. If testing will be performed through a third party, the vendor will be required to allow the third party access to the facilities in order to acquire samples for testing. Regardless of results of any insecticide(s) or product(s) test required by Calhoun County, all costs incurred for such tests shall be paid for by the vendor.

The award of a Bid will be voided if specifications, general conditions and instructions within this Invitation to Bid Packet are not followed. The Bid would then be awarded to the vendor which submitted the next lowest bid that met specifications and all requirements of the Invitation to Bid Packet.

All Calhoun County Precincts handle their own orders and order at different times; therefore, invoices shall be billed to each Calhoun County Precinct separately.

Invoices shall not include other charges, including, but not limited to, freight, handling charges, fuel surcharges or special delivery charges, when invoiced unless these charges were noted on the Bid form or separate attachment and awarded as such.

All invoices must be billed to Calhoun County to the attention of the Calhoun County Commissioner and Precinct ordering the insecticides or products. (See Contact and Billing and Location Information for Calhoun County Precincts)

Bid item number and insecticide or product description per Bid specifications, awarded Bid price per unit, or other charge, if any other charge was included in the award, must appear on all invoices in order to be considered for payment. Listing the Bid item number and exact insecticide or product description as on the Invitation to Bid Form will avoid any confusion when the invoice is processed for payment.

Invoices shall be free from sales tax (county, city or state sales tax) and federal excise taxes, if applicable.

Invoices shall include a copy of the delivery ticket and/or packing slip that shows confirmation of delivery.

It is understood that Calhoun County Commissioners Court reserves the right to accept or reject any and/or all Bids for any/or all insecticides, products and/or services covered in this Bid request and to waive informalities or defects in Bids, or to accept such Bids as it shall deem to be most advantageous and in the best interest of Calhoun County.

Calhoun County Commissioners have the right to reject at any time any insecticide or product that is undesirable for Calhoun County. The County will not incur any fees, charges or penalties on the rejected insecticide or product.

Calhoun County will evaluate and award the Bid based on lowest and best Bid meeting specifications and all requirements of the Invitation to Bid Packet. "Lowest and best" means a Bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale. Calhoun County reserves the right to accept and/or reject any/all of the options Bid as it deems to be in the best interest of Calhoun County.

Although the cost of insecticides or products to be provided is an essential part of the Bid, Calhoun County is not obligated to award a Bid (contract) on the sole basis of cost but will award to the vendor considered to be the best value to the Calhoun County.

The Bid award shall be based on, but not necessarily limited to, the following factors:

- Unit price
- Extended price (that includes other charges, if any)
- Special needs and requirements of Calhoun County
- Delivery
- Compliance in returning and/or including all required forms
- Results of testing samples (if required by Calhoun County)
- Calhoun County's experience with insecticides or products Bid
- Vendor's past performance record with Calhoun County

If Bids are awarded, award information will be emailed to all vendors that submitted a Bid regardless if the vendor was awarded a Bid or not. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the vendors as soon as possible. To obtain results, or if you have any questions, please contact Demi Cabrera, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4613, demi.cabrera@calhouncotx.org. As time permits, Bid awards will be posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results, Results, 2026.

Once Bids are awarded by Calhoun County Commissioners Court, the County Auditor's Office will send the awarded vendor the following: (1) The contract; (2) A request for Form 1295, Certificate of Interested Parties; and (3) A request for the insurance requirements, Certificate of Insurance. All documents must be returned and accepted by Calhoun County Commissioners Court before the award will be complete, valid and in effect.

Calhoun County or the vendor may cancel this contract at any time for any reason, provided a written notice is given.

Should there be a change in ownership or management, the contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

Vendor understands that Calhoun County is a government entity subject to Texas State and Federal public information statutes. Vendor hereby waives any obligation to the release to the public of any documents submitted in accordance with the Bid.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid Packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and or emailed to each vendor that received a Bid packet.

All disputes or protests will be held in Calhoun County, Texas.

INSURANCE REQUIREMENTS

Before commencing work under the contract, the vendor must furnish, at their own expense, certificates of insurance or other acceptable evidence from a reputable insurance company or companies acceptable to Calhoun County, licensed to write insurance in the State of Texas showing the contractor (vendor) is covered by insurance within the minimum limits of liability listed in the General Conditions that are included in this Invitation to Bid Packet and shall remain in force until all work under the contract is completed. If for any reason insurance coverage is not kept in force, all deliveries must be stopped until an acceptable Certificate of Insurance is provided to the County. The County Auditor's office and the County Commissioners' should be provided with 30 days advance notice of changes or termination of coverage. The County shall be covered as an additional insured and the certificate of insurance must also include a waiver of subrogation in favor of the County. The vendor shall be responsible for any deductions stated in the policy.

The vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements under this contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from operations under this contract.

Any failure of the vendor to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to the County. The insurance provided by the vendor shall be primary as respects to the County. Any insurance maintained by the County shall be excess of the vendor's insurance and shall not contribute to it.

CONTACT, BILLING AND LOCATION INFORMATION FOR CALHOUN COUNTY PRECINCTS

Calhoun County Precinct 1

Commissioner David Hall
305 Henry Barber Way (by the County Fairgrounds)
Port Lavaca, TX 77979
Office Manager: Angela Torres
Office: 361-552-9242
Fax: 361-553-8734
Location Stockpile: 305 Henry Barber Way, Port Lavaca, TX
Laydown yard: 1890 FM 2760, Port Lavaca, TX

Calhoun County Precinct 2

Commissioner Ronald Best
5812 FM 1090 (Six Mile)
Port Lavaca, TX 77979
Office Manager: Lesa Jurek
Office: 361-552-9656
Fax: 361-553-6664
Location of Stockpile: 5812 FM 1090, Port Lavaca, TX

Calhoun County Precinct 3

Commissioner Joel Behrens
24627 State Hwy 172 (Olivia)
Port Lavaca, TX 77979
Office Manager: Lynette Adame
Office: 361-893-5346
Fax: 361-893-5309
Location of Stockpile: 24627 State Highway 172, Olivia TX

Calhoun County Precinct 4

Precinct 4-P (Port O'Connor)
Commissioner Gary Reese
Trevor St off of Hwy 185
Port O'Connor, TX 77982
Office Manager: April Townsend
Use same numbers as Seadrift (4-S)
Location of Stockpile – Pct 4-P Barn #3: 93 Trevor Street off of Highway 185, Port O'Connor, TX

Calhoun County Precinct 4

Precinct 4-S (Seadrift)
Commissioner Gary Reese
104 E Dallas St
PO Box 177
Seadrift, TX 77983
Office Manager: April Townsend
Office: 361-785-3141
Fax: 361-785-5602
Location of Stockpile – Pct 4-S Barn #2: 448 Harbor Road, Seadrift TX

REQUIRED FORMS

FORMS REQUIRED TO BE RETURNED WHEN SUBMITTING A BID

Vendor must return the following forms:

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid

- Invitation to Bid Form (Pages 25-31)
- Vendor and Order Information Form (Page 32)
- Affidavit (Page 33)
- Conflict of Interest Questionnaire Form CIQ (Page 35)
- Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 38)
- Certification Regarding Lobbying (Page 39)
- Disclosure of Lobbying Activities (Page 41)
- House Bill 89 Verification (Page 42)
- Residence Certification (Page 43)
- W-9 (Page 44)
- Material Information and Safety Data Sheet for each insecticide or product bid on (Page 45)
Must be included with your bid
Bid Item Number (as on the Invitation to Bid Form) must be on each one

Submitted Bid consists only of the above required forms

INVITATION TO BID FORM

ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

Bid Number: 2026.01

January 1, 2026 through December 31, 2026

Vendor's Name & Address

*Please Type or Print. If handwritten, must be in ink and legible. White out is not acceptable.

*SEE SPECIFICATIONS AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS

INSECTICIDES FOR MOSQUITO CONTROL

(Bid Item Listed or Equivalent)

Bid Item #1: Mineral Oil

BVA Mosquito Larvicide Oil - MC30 - or Equivalent

← List Name of Mineral Oil

5 Gallon Pail	\$	/per 5 Gallon Pail
50 Gallon Drum	\$	/per 50 Gallon Drum
55 Gallon Drum	\$	/per 55 Gallon Drum
275 Gallon Tote	\$	/per 275 Gallon Tote
	\$	/per
	\$	/per

Bid Item #2: Malathion - or Equivalent

← List Insecticide Name

Active Ingredients: Malathion 96.5%; Other 3.5%

_____ 2 x 2.5 Gallon	\$ _____	/per Case (Case = 2x2.5 Gal Jugs)
_____ 5 Gallon Pail	\$ _____	/per 5 Gallon Pail
_____ 55 Gallon Drum	\$ _____	/per 55 Gallon Drum
_____ 260 Gallon Tote	\$ _____	/per 260 Gallon Tote
_____	\$ _____	/per _____
_____	\$ _____	/per _____
_____	\$ _____	/per _____

Bid Item #3: Malathion EW - or Equivalent

← List Insecticide Name

Active Ingredients: Malathion

_____ 2 x 2.5 Gallon	\$ _____	/per Case (Case = 2x2.5 Gal Jugs)
_____ 30 Gallon Drum	\$ _____	/per 30 Gallon Drum
_____	\$ _____	/per _____
_____	\$ _____	/per _____
_____	\$ _____	/per _____
_____	\$ _____	/per _____
_____	\$ _____	/per _____

Bid Item #4: 30-30 ULV - or Equivalent

← List Insecticide Name

Active Ingredients: Permethrin 30%; Piperonyl Butoxide 30%

2 x 2.5 Gallon	\$	/per Case (Case = 2x2.5 Gal Jugs)
5 Gallon Pail	\$	/per 5 Gallon Pail
30 Gallon Drum	\$	/per 30 Gallon Drum
55 Gallon Drum	\$	/per 55 Gallon Drum
275 Gallon Tote	\$	/per 275 Gallon Tote
	\$	/per
	\$	/per

Bid Item #5: 31-66 ULV - or Equivalent

← List Insecticide Name

Active Ingredients: Permethrin 31.28%; Piperonyl Butoxide 66%;

4 x 1 Gallon	\$	/per Case (Case = 4x1 Gal Jugs)
2 x 2.5 Gallon	\$	/per Case (Case = 2x2.5 Gal Jugs)
30 Gallon Drum	\$	/per 30 Gallon Drum
275 Gallon Tote	\$	/per 275 Gallon Tote
	\$	/per
	\$	/per
	\$	/per

Bid Item #6: 31-67 ULV - or Equivalent

← List Insecticide Name

Active Ingredients: Permethrin 31.15%; Piperonyl Butoxide 66.85%

<u>4 x 1 Gallon</u>	<u>\$</u>	<u>/per Case (Case = 4x1 Gal Jugs)</u>
<u>2 x 2.5 Gallon</u>	<u>\$</u>	<u>/per Case (Case = 2x2.5 Gal Jugs)</u>
<u>30 Gallon Drum</u>	<u>\$</u>	<u>/per 30 Gallon Drum</u>
<u>275 Gallon Tote</u>	<u>\$</u>	<u>/per 275 Gallon Tote</u>
<u></u>	<u>\$</u>	<u>/per</u>
<u></u>	<u>\$</u>	<u>/per</u>
<u></u>	<u>\$</u>	<u>/per</u>

Bid Item #7: 4-4 ULV - or Equivalent

← List Insecticide Name

Active Ingredients: Permethrin 4.0%; Piperonyl Butoxide 4.0%

<u>2 x 2.5 Gallon</u>	<u>\$</u>	<u>/per Case (Case = 2x2.5 Gal Jugs)</u>
<u>30 Gallon Tote</u>	<u>\$</u>	<u>/per 30 Gallon Tote</u>
<u>55 Gallon Drum</u>	<u>\$</u>	<u>/per 55 Gallon Drum</u>
<u>275 Gallon Tote</u>	<u>\$</u>	<u>/per 275 Gallon Tote</u>
<u></u>	<u>\$</u>	<u>/per</u>
<u></u>	<u>\$</u>	<u>/per</u>
<u></u>	<u>\$</u>	<u>/per</u>

Bid Item #8: 4-8 ULV - or Equivalent

← List Insecticide Name

Active Ingredients: Permethrin 3.98%; Piperonyl Butoxide 8.48%

2 x 2.5 Gallon	\$	/per Case (Case = 2x2.5 Gal Jugs)
30 Gallon Tote	\$	/per 30 Gallon Tote
55 Gallon Drum	\$	/per 55 Gallon Drum
275 Gallon Tote	\$	/per 275 Gallon Tote
	\$	/per
	\$	/per

Bid Item #9: Altosid 30 Day Briquets - or Equivalent

← List Insecticide Name

Active Ingredients: (S) Methoprene 8.62%

400 Per Case	\$	/per case
	\$	/per
	\$	/per

Bid Item #10: Altosid XR Extended Residual Briquets - or Equivalent

← List Insecticide Name

Active Ingredients: (S) Methoprene 2.1%

220 Per Case	\$	/per case
	\$	/per
	\$	/per

Bid Item #11: DeltaGard - or Equivalent

← List Insecticide Name

Active Ingredients: Deltamethrin 2%

2 x 2.5 Gallon	\$	/per Case (Case = 2x2.5 Gal Jugs)
30 Gallon Drum	\$	/per 30 Gallon Drum
250 Gallon Tote	\$	/per 250 Gallon Tote
	\$	/per
	\$	/per

Bid Item #12: FourStar Sustained Release 45/90/180 Day Microbial Briquets or Equivalent

← List Insecticide Name

Active Ingredients: Bacillus sphaericus 6%; Bacillus thuringiensis subspecies israelensis 1%

45 Day ----- 200 Per Case	\$	/per case
90 Day ----- 200 Per Case	\$	/per case
180 Day -----200 Per Case	\$	/per case
	\$	/per
	\$	/per

Additional Bid Item:

← List Insecticide Name

Active Ingredients:

	\$	/per
	\$	/per
	\$	/per
	\$	/per

Additional Bid Item:

← List Insecticide Name

Active Ingredients:

_____	\$ _____	/per _____
_____	\$ _____	/per _____
_____	\$ _____	/per _____
_____	\$ _____	/per _____

The undersigned affirms that they are duly authorized to execute this Bid and that this company, corporation firm, partnership or individual has not prepared this Bid in collusion with any other vendor, that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by their employees or agents to any official, employee or agent of Calhoun County or any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned affirms that they have not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with this Bid.

The undersigned affirms that they have read the entire Invitation to Bid Packet and fully understands and has followed all requirements.

FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID

Date: _____

Authorized Signature & Title: _____

Printed Name & Title of Authorized Signature: _____

Phone Number: _____ Email: _____

Exceptions and/or Variations from Specifications and/or additional Notes: _____

VENDOR AND ORDER INFORMATION FORM

Please Type.

If handwritten, must be in ink and legible

Vendor's Name: _____

Address: _____

Remittance Address: _____

Telephone: _____

Fax: _____

Email: _____

Signature of Authorized Representative: _____

Printed name of Authorized Rep: _____

ORDER – CONTACT INFORMATION

Order Contact Name & Title: _____

Order Contact Telephone: _____

Order Contact Fax: _____

Order Contact Email: _____

INVOICES – CONTACT INFORMATION

For Invoice Inquiries:

Contact Name & Title: _____

Contact Telephone: _____

Contact Fax: _____

Contact Email: _____

STATE OF TEXAS

{ }

AFFIDAVIT

COUNTY OF _____ { }

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Signature of Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)

as defined in Government Code §2252.001 and our principal place of business is

(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

INSERT

MATERIAL INFORMATION AND SAFETY DATA SHEETS

Insert one (1) copy of the Material Information and Safety Data Sheet for each insecticide or product Bid on

Bid Item Number (as on the Invitation to Bid Form) must be on each one

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____ by,
and between the County of Calhoun (hereinafter called "County") and
_____ (hereinafter called "Contractor/Hauler").

WITNESSETH:

WHEREAS, the Contractor/Hauler did on October, 30, 2025, submit a BID for **INSECTICIDES FOR MOSQUITO CONTROL, Bid Number 2026.01** to be used by County Precincts in Calhoun County, Texas.

NOW, THEREFORE, in consideration of the following mutual agreement and covenant, it is understood and agreed by and between the parties hereto as follows:

- a) The Contractor/Hauler is hereby granted the sole and exclusive right and privilege within the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to perform all of the work and to deliver the Insecticides for Mosquito Control as described in the Contract Documents.
- b) The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth verbatim in this Contract:
 - i. Invitation to Bid, Instructions and Term of Contract;
 - ii. General Conditions;
 - iii. Bid Specifications and Conditions;
 - iv. Bid Form;
 - v. This instrument; and
 - vi. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- c) All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor/Hauler, and no amendment to this Contract shall be made except upon the written consent of the parties and approved by Calhoun County Commissioners Court. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____

INITIALS OF COUNTY (IN INK): _____ DATE: _____

d) This contract is entered into subject to the following conditions:

- 1) The Contractor/Hauler shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- 2) The Contractor/Hauler shall not be liable for the failure to wholly perform his duties if such failure is caused by force majeure. "Force Majeure" means a delay encountered by the Contractor/Hauler in the performance of its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor/Hauler. Without limiting the generality of the foregoing, "Force Majeure" shall include, but not 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. Any event constituting a Force Majeure must be reported by the Contractor/Hauler to the County in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 3) The Contractor/Hauler, when required, must deliver all insecticides/products ordered by the County within twenty-four (24) hours from the time of the order or the date and time specified by the County. In the event the Contractor/Hauler is unable to deliver the insecticides/products ordered within twenty-four (24) hours from the time of the order or the date and time specified by the County, the County reserves the right to cancel the order and re-order the said insecticides/products from the vendor which submitted the next lowest bid and can deliver within twenty-four (24) hours or the date and time specified by the County.
- 4) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____

INITIALS OF COUNTY (IN INK): _____ DATE: _____

IN WITNESS WHEREOF, THE COUNTY AND CONTRACTOR/HAULER, have caused this Contract to be executed by their authorized agents in one original. Additional copies of the original executed Contract will be distributed to all appropriate parties.

The effective date of this Contract will begin on January 1, 2026 and end on December 31, 2026.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 S Ann Street
3rd Floor, Suite 301
Port Lavaca TX 77979

By: _____

Print Name: _____

Title: _____

CONTRACTOR/HAULER:

By: _____

Print Name: _____

Title: _____

Address: _____

11

11. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Road Materials, Bid Number 2026.02, for the period January 1, 2026 through December 31, 2026, and authorize the County Auditor to advertise for bids. Bids will be due before 2:00:00PM, Thursday, October 30, 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

INVITATION TO BID

ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

BID NUMBER: 2026.02

BID TERM: JANUARY 1, 2026 THROUGH DECEMBER 31, 2026



SEALED BIDS ARE DUE BEFORE:

2:00:00 PM, Thursday, October 30, 2025

AT THE OFFICE OF:

**Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979**

Public Opening of the Bids will be conducted immediately after the closing of the 2:00:00 PM deadline, Thursday, October 30, 2025 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2026.

CONTENTS

- Invitation to Bid (Page 3)
- Return Instructions (Page 4)
- General Conditions (Pages 5-16)
- Specifications (Pages 17-24)
- Contact, Billing and Location Information for Calhoun County Precincts (Page 25)
- Required Forms to be returned when submitting a Bid (Pages 27-47)
If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid
 - Invitation to Bid Form (Pages 27-33)
 - Vendor and Order Information Form (Page 34)
 - Affidavit (Page 35)
 - Conflict of Interest Questionnaire Form CIQ (Page 37)
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 40)
 - Certification Regarding Lobbying (Page 41)
 - Disclosure of Lobbying Activities (Page 43)
 - House Bill 89 Verification (Page 44)
 - Residence Certification (Page 45)
 - W-9 (Page 46)

OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Copy of Contract (to be completed AFTER the Bid is awarded) Pages 47-49

INVITATION TO BID

Notice is hereby given that the Commissioners Court of Calhoun County, Texas, will receive SEALED BIDS for Road Materials for the County's Road and Bridge Precincts.

BID NUMBER: 2026.02, ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

Bids are for a one (1) year period: January 1, 2026 through December 31, 2026.

The complete Invitation to Bid Packet can be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2026) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, THURSDAY, OCTOBER 30, 2025. Immediately after the closing of the 2:00:00 PM deadline, all Bids will be publicly opened in the County Judge's office in the Calhoun County Courthouse at 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any entity in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

All bids (one original) must be delivered to the office of the Calhoun County Judge before 2:00:00 PM, Thursday, October 30, 2025 in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope: SEALED BID NUMBER 2026.02 ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Calhoun County Commissioners Court reserves the right to waive any formality, technicality or irregularity, accept or reject any and or all Bids. Calhoun County reserves the right to award the bid to the responsible vendor who submitted the lowest and best bid, as well as one or more responsible vendors with the next lowest and best bids as alternate vendors for cases when the awarded bidder cannot meet delivery schedules. The awarded vendors will be contacted first for each job and, in the event that an awarded vendor cannot deliver, alternate vendors will be contacted in ranked order until the order is filled.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit Bids.

Candice Villarreal
County Auditor
Calhoun County, Texas

RETURN INSTRUCTIONS

For
Submitting a Bid for
ANNUAL SUPPLY CONTRACT FOR
ROAD MATERIALS
Bid Number: 2026.02
Bid Period: January 1, 2026 through December 31, 2026

Return the following BEFORE 2:00:00 PM, THURSDAY, OCTOBER 30, 2025

Check List for submitting your Bid:

Return One (1) Original of only the following forms

Be sure all of the below forms are completed, signed, dated and returned. If "Not Applicable", mark "NA" and include when submitting a Bid.

The submitted Bid consists only of the following forms (only the below forms need to be returned)

- _____ Invitation to Bid Form (Pages 27-33)
- _____ Vendor and Order Information Form (Page 34)
- _____ Affidavit (Page 35)
- _____ Conflict of Interest Questionnaire, Form CIQ (Page 37)
- _____ Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 40)
- _____ Certification Regarding Lobbying (Page 41)
- _____ Disclosure of Lobbying Activities (Page 43)
- _____ House Bill 89 Verification (Page 44)
- _____ Residence Certification (Page 45)
- _____ W-9 (Page 46)

Do Not Fold any of the above information.

Bid must be returned in a SEALED 9 x 12 or larger envelope clearly marked:

SEALED BID NUMBER 2026.02 – ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

If you send your bid by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2026.02 – ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

Sealed Bid may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Bid must be sealed (with the glue on the envelope or tape)

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting

bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Vern L. Lyssy, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun 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 the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun 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 bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor 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 Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, 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 Bid, RFP, RFQ, and/or Contract, 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 Bid, RFP, RFQ, and/or Contract 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.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract 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 as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent 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 company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards

promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3 ▪ Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease or if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
▪ Description is description of Agreement, Contract, Lease or name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

- #4 Fill in the correct information if this applies

OR

- #5 Mark an X in the Box if this applies

- #6 Fill in the correct information, submit and print

After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINT

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

**SPECIFICATIONS FOR
ANNUAL SUPPLY CONTRACT FOR
ROAD MATERIALS
BID NUMBER: 2026.02**

BY ORDER of the Commissioners Court of Calhoun County, Texas, sealed Bids will be received for Road Materials for the County's Road and Bridge Precincts.

Contact, billing and location for each Calhoun County Road and Bridge Precinct can be found on the Form: Contact, Billing and Location Information for Calhoun County Precincts

INVITATION TO BID PACKET

The complete Invitation to Bid Packet may be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2026) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

The complete Invitation to Bid Packet must be used in preparing the Bid. Calhoun County does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete Invitation to Bid Packet.

SUBMISSION OF SEALED BIDS

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, THURSDAY, OCTOBER 30, 2025 in the County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

ALL BIDS (one original) shall be delivered to the office of the Calhoun County Judge in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope:

SEALED BID NUMBER 2026.02 ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

If the SEALED BID is sent by UPS, FedEx, or other delivery service, the outside of this envelope must be clearly marked: SEALED BID NUMBER 2026.02 ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

SEALED BIDS may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

A late delivery with an early postmark will not suffice.

Calhoun County is not responsible for the delivery of your Bid to the office of the County Judge or delivery to the wrong office. If you choose to send your Bid by postal delivery, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your Bid prior to the Bid due date and time.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any vendor in the course of responding to the Bid. Bids received after the deadline will not

be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline. No Bids will be accepted after the due date and 2:00:00 PM deadline has been reached.

BID TERM

The Bid shall be in effect for a period of one (1) year: January 1, 2026 through December 31, 2026

BID INFORMATION/REQUIREMENTS

To submit a valid Bid, read the entire Invitation to Bid Packet for all requirements and required forms that must be included and returned with the submitted Bid.

Calhoun County is always very conscious and extremely appreciative of the time and effort you have expended to submit a Bid. If you will not be submitting a Bid, we would appreciate you indicating on your "NO BID" response any requirements of this Bid request which may have influenced your decision to "NO BID".

Calhoun County is not responsible for errors if the Bid forms are handwritten. It is recommended that all information submitted by the vendor on the Bid forms be typed. If handwritten, must be in ink and legible. White out is not acceptable.

Materials shall meet or exceed "Texas Department of Transportation Current Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges" and/or Calhoun County requirements.

ROAD MATERIALS (Bid Item Listed or Equivalent)

- Bid Item #1: Limestone – 1/2 Inch to Dust or Equivalent
- Bid Item #2: Limestone – 3/4 Inch to Dust or Equivalent
- Bid Item #3: Item 247, Type A Limestone, Grade 2 [1 ¾ Inch] or Equivalent
- Bid Item #4: Item 247, Type A Limestone, Grade 3 [1 ¾ Inch] or Equivalent
- Bid Item #5: Item 265-2.2 Fly Ash or Equivalent
Fly Ash that meets the requirements of DMS 4615 "Fly Ash for Soil Treatment" Class CS or FS, Delivered in pneumatic tankers with spreader bar
- Bid Item #6: Item 275, Cement or Equivalent
275-2.1, Hydraulic Cement Type 1 or Equivalent, Bulk
(Pneumatic Tankers, Spreader Bar Needed)
275-2.1, Hydraulic Cement Type 1 or Equivalent, 47 lb. Bag (on Pallets)
- Bid Item #7: Item 302, Type PB, Grade 3 (Pre-Coated Rock) or Equivalent
- Bid Item #8: Item 302, Type PB, Grade 4 (Pre-Coated Rock) or Equivalent
- Bid Item #9: Item 302, Type PE, Grade 3 (Pre-Coated Rock), *Material Source out of _____ * or Equivalent
- Bid Item #10: Item 302, Type PE, Grade 4 (Pre-Coated Rock), *Material Source out of _____ * or Equivalent
- Bid Item #11: Item 302, Type E, Grade 5, Ice Rock (Non Coated Limestone Only) or Equivalent
- Bid Item #12: Item 330, Type D (Pre-Mix Limestone) or Equivalent

- Bid Item #13 Item 330 D, Pothole Repair, Limestone Rock Asphalt (LRA) or Equivalent The material will be used to construct a base course, a surface course, a level-up course, pothole repair, or any combination of these courses of the types and grade using a cold- mixed material consisting of native limestone rock asphalt (LRA) aggregate, fluxing material, water. LRA Mixture-Furnish LRA according to DMS-9210, "Limestone Rock Asphalt (LRA)", Item 330 D per the Surface Aggregate Classification plans as set forth by TXDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014. No material will be accepted that has been blended and stored on the producer's pad for more than 24 hours prior to loading and shipment.
- Bid Item #14 Item 334, Type D, Hot Mix Cold Laid Asphalt Concrete Pavement or Equivalent Material must meet or exceed Item 334, 4.1.2 JMF Table #5 Laboratory Mixture Design Properties found in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.
- Bid Item #15 ASPPM 9202 Grade IV High Performance Cold Mix or Equivalent
- Bid Item #16 Item 432 Riprap, Section 2.3 Stone Riprap, 12" Limestone or Equivalent

Vendor may submit a Bid for any or all material(s) for any location.

Vendor must be able to furnish Bid items under terms of these specifications and general conditions if vendor is awarded a Bid.

Calhoun County is EXEMPT from all Sales Tax (county, city and state sales tax) and all Federal Excise Taxes, if applicable under Section 151.309 of the Texas Tax Code. Upon request, tax exempt forms will be furnished to the vendor by the County Auditor's Office. Vendor is to issue its Texas Resale Certificate to vendors or subcontractors for such items qualifying for this exemption.

Pump and hoses, if applicable, are to be furnished by the vendor at no extra charge or the charge for the pump and hoses, if applicable, must be included in the Bid.

Demurrage charges, if applicable, stated separately from the Bid price of the material will increase the amount of the Bid price for the material.

Materials Bid must be broken down into price per unit and delivery price per unit.

A fuel adjustment will be allowed, with a cap of 15% plus or minus, on the delivery price only as fluctuations in diesel prices occur as listed on <http://www.eia.gov/petroleum/gasdiesel>, using the Gulf Coast Region. The baseline price will be the price on this site published on Tuesday, for Monday, October 27, 2025 rounded to the nearest one-hundredth and thereafter the index will be adjusted and documented on Monday of each week after Bids are accepted.

The allowable fuel adjustment will be calculated by subtracting the baseline price from the posted price for the Monday immediately prior to the delivery date of the material (if delivered on a Monday, the posted price on the Monday prior to delivery must be used), and if the difference is less than 5 cents no adjustment will be allowed; 5 cents to 9 cents a 1% plus or minus adjustment to the delivery price per unit; 10 cents to 14 cents a 2% plus or minus adjustment to the delivery price per unit; 15 to 19 cents a 3% plus or minus adjustment to the delivery price per unit; 20 to 24 cents a 4% plus or minus adjustment to the delivery price per unit and so on. **A**

1% adjustment will be made on the delivery price for every 5 cent increase or decrease from the baseline price, not to exceed 15% plus or minus.

Vendor must include a copy of the document from the EIA.GOV website that was used to determine delivery price when invoicing Calhoun County and the calculations on the increase or decrease in the delivery price.

Vendor will be required to deliver to all jobsites in Calhoun County as directed by the Commissioner of applicable Calhoun County Precinct.

Jobsite can be road, field location or stockpile at designated Calhoun County locations.

Miles from pit to stockpile and/or jobsite will be shortest legal route.

Total Bid price, stated on the Invitation to Bid Form, shall include all fees, transportation costs and/or delivery fees to the designated Calhoun County Precinct stockpile or jobsites.

Materials shall be ordered in quantities as determined by each Calhoun County Commissioner.

Calhoun County Precincts will put out needed signs and barricades for traffic control.

Calhoun County Precincts will accept the number of trucks necessary to do a job on a most cost efficient basis, which could require various numbers of trucks.

Any Vendor traveling on Calhoun County roads will not exceed its legal gross weight.

Each load shall be weighed on a certified public scale. Truck and trailer shall be weighed empty at least once on each job run, or when a change is made due to changing truck, trailer, or other. Cost of weighing shall be paid by the hauler. Driver shall get a material company ticket from pit or location when loading. A copy of the scale weight ticket, material company ticket and company delivery ticket shall be given to the Calhoun County employee at the jobsite when load is inspected and dumped.

Calhoun County Precincts will supervise the dumping of loads and a Calhoun County employee will sign the delivery ticket. The Calhoun County Precinct must receive a copy of the signed delivery ticket.

Calhoun County shall have the right to pull sample loaded truck(s) to a certified scale of Calhoun County's choice for loaded weight, unload truck(s) and take empty weight on same scale to verify weights. Calhoun County shall pay for the weighing.

Calhoun County legally accepts the materials after it is unloaded and approved by the Calhoun County Commissioner of said precinct.

Any exceptions and or variations from the specifications in this Bid document must be indicated on the Bid form or on a separate attachment to the Bid and labeled as such. Exceptions taken and/or variations made to the specifications and listed on the vendor's Bid or separate attachment may void the Bid.

The request for a Bid on a material does not guarantee that Calhoun County will purchase this material during the Bid period. Calhoun County does not guarantee to purchase any minimum or maximum quantities. The materials will only be ordered as needed.

When required, all materials ordered will be delivered to the Calhoun County Precinct within 24 hours from time of order. In the event the vendor is unable to deliver the materials(s) ordered within 24 hours from time of order, Calhoun County reserves the right to cancel the order and re-order the said material(s) from the vendor which submitted the next lowest Bid that met specifications and can deliver within 24 hours from time of order. Calhoun County shall not incur any penalties, fees and/or other charges when cancelling an order.

Vendor shall be required to notify Calhoun County in the event of unforeseen delay arising in the delivery of an order. In the event an order will not arrive at the Calhoun County Precinct at the designated time, Calhoun County shall have the right to cancel the order or refuse acceptance of the order. Calhoun County shall not be accessed any penalties, fees and/or other costs due to this cancellation or refusal.

In the event the vendor is unable to furnish any item within a reasonable time after an order is placed due to strikes, war or any reason beyond the vendor's and or supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be cancelled.

Calhoun County or the vendor have the right to cancel the delivery of a material(s) at any time due to weather, road conditions and/or machinery breakdown. No penalties, fees and/or other charges will be billed to Calhoun County if the delivery of a material(s) is cancelled by Calhoun County or the vendor due to weather, road conditions and/or machinery breakdown.

The County reserves the right to refuse any order delivered for not being in compliance with the specifications, general conditions and/or the "Hazardous Communications Act", commonly known as the "Texas Right to Know Act".

The vendor, at the vendor's cost, shall immediately remove the material(s) from the Calhoun County Precinct that are deemed unsatisfactory, and are not in compliance with the specifications, general conditions and/or do not meet State and/or Federal Regulations. No penalties, fees, and/or other charges will be billed to Calhoun County for the removal of the material(s) from the Calhoun County Precinct.

Safety Data Sheets and Placards, if applicable, must be furnished at the time of delivery as specified by State and/or Federal Regulations.

Calhoun County reserves the right to conduct random sampling of pre-qualified materials for testing and to perform random audits of test reports. Calhoun County representatives may sample materials from the manufacturing plant, terminal, shipping container and any other source they deem necessary to insure reliability of the materials. If testing will be performed through a third party, the vendor will be required to allow the third party access to the facilities in order to acquire samples for testing. Regardless of results of any material(s) test required by Calhoun County, all costs incurred for such tests shall be paid for by the vendor.

Specifications are not being met if materials are not delivered at the required temperatures or the time and date requested by Calhoun County's Commissioner are not met.

The award of a Bid will be voided if specifications, general conditions and instructions within this Invitation to Bid Packet are not followed. The Bid would then be awarded to the vendor which submitted the next lowest Bid that met specifications and all requirements of the Invitation to Bid Packet.

All Calhoun County Precincts handle their own orders; therefore, invoices shall be billed to each Calhoun County Precinct separately.

All invoices must be billed to Calhoun County to the attention of the Calhoun County Commissioner and Precinct ordering the material(s).

Bid item number and material description, as stated on the Invitation to Bid form, awarded material Bid price per unit and delivery price per unit must appear on all invoices in order to be considered for payment. Listing the Bid item number and exact material description as on the Invitation to Bid Form will avoid any confusion when the invoice is processed for payment.

No other charges, including, but not limited to, pump, hoses, special fees or after hour delivery fees, may be added to the awarded Bid price per unit and delivery price when invoiced unless these charges were noted on the Bid form or separate attachment and awarded as such.

Invoices shall be free from sales tax (county, city or state sales tax) and federal excise taxes, if applicable.

Invoices shall include a copy of the document from the EIA.GOV website that was used to calculate the increase or decrease in the delivery charge.

Invoices shall show the calculation on how the increase or decrease in delivery price was reached.

Invoices shall include a copy of the delivery ticket that shows confirmation of delivery.

Calhoun County Commissioners Court reserves the right to waive any formality, technicality or irregularity, accept or reject any and or all Bids. Calhoun County reserves the right to award the bid to the responsible vendor who submitted the lowest and best bid, as well as one or more responsible vendors with the next lowest and best bids as alternate vendors for cases when the awarded bidder cannot meet delivery schedules. The awarded vendors will be contacted first for each job and, in the event that an awarded vendor cannot deliver, alternate vendors will be contacted in ranked order until the order is filled.

Calhoun County Commissioners have the right to reject at any time any material that is undesirable for either road or jobsite location. If any material is rejected, the County will not incur in fees or charges on the rejected material.

Calhoun County will evaluate and award the Bid based on lowest and best Bid meeting specifications and all requirements of the Invitation to Bid Packet. "Lowest and best" means a Bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale. Calhoun County reserves the right to accept and/or reject any/all of the options Bid as it deems to be in the best interest of Calhoun County.

Although the cost of materials(s) to be provided is an essential part of the Bid, Calhoun County is not obligated to award a Bid (contract) on the sole basis of cost but will award to the vendor considered to be the best value to the Calhoun County.

The Bid award shall be based on, but not necessarily limited to, the following factors:

- Unit price
- Extended price (and other charges, if any)
- Special needs and requirements of Calhoun County
- Delivery
- Compliance in returning (including) all required forms
- Results of testing samples (if required by Calhoun County)

- Calhoun County's experience with materials Bid
- Vendor's past performance record with Calhoun County

If Bids are awarded, award information will be emailed to all vendors that submitted a Bid regardless if the vendor was awarded a Bid or not. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the vendors as soon as possible. To obtain results, or if you have any questions, please contact Demi Cabrera, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4613, demi.cabrera@calhouncotx.org. As time permits, Bid awards will be posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results, Results, 2026.

Once Bids are awarded by Calhoun County Commissioners Court, the County Auditor's Office will send the awarded vendor the following: (1) The contract; (2) A request for Form 1295, Certificate of Interested Parties; and (3) A request for the insurance requirements, Certificate of Insurance. All documents must be returned and accepted by Calhoun County Commissioners Court before the award will be complete, valid and in effect.

Calhoun County or the vendor may cancel this contract at any time for any reason, provided a written notice is given.

Should there be a change in ownership or management, the contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

Vendor understands that Calhoun County is a government entity subject to Texas State and Federal public information statutes. Vendor hereby waives any obligation to the release to the public of any documents submitted in accordance with the Bid.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and or emailed to each vendor that received a Bid packet.

All disputes or protests will be held in Calhoun County, Texas.

INSURANCE REQUIREMENTS

Before commencing work under the contract, the vendor must furnish, at their own expense, certificates of insurance or other acceptable evidence from a reputable insurance company or companies acceptable to Calhoun County, licensed to write insurance in the State of Texas showing the contractor (vendor) is covered by insurance within the minimum limits of liability listed in the General Conditions that are included in this Invitation to Bid Packet and shall remain in force until all work under the contract is completed. If for any reason insurance coverage is not kept in force, all deliveries must be stopped until an acceptable Certificate of Insurance is provided to the County. The County Auditor's office and the County Commissioners' should be provided with 30 days advance notice of changes or termination of coverage. The County shall be covered as an additional insured and the certificate of insurance must also include a waiver of subrogation in favor of the County. The vendor shall be responsible for any deductions stated in the policy.

The vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements under this contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from operations under this contract.

Any failure of the vendor to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to the County. The insurance provided by the vendor shall be primary as respects to the County. Any insurance maintained by the County shall be excess of the vendor's insurance and shall not contribute to it.

REQUIRED FORMS TO BE RETURNED WHEN SUBMITTING A BID

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid.

- Invitation to Bid Form (Pages 27-33)
- Vendor and Order Information Form (Page 34)
- Affidavit (Page 35)
- Conflict of Interest Questionnaire, Form CIQ (Page 37)
- Certificate Regarding Debarment & Suspension and Other Responsibility Matters (Page 40)
- Certification Regarding Lobbying (Page 41)
- Disclosure of Lobbying (Page 43)
- House Bill 89 Verification (Page 44)
- Residence Certification (Page 45)
- W-9 (Page 46)

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CONTACT, BILLING AND LOCATION INFORMATION FOR CALHOUN COUNTY PRECINCTS

Calhoun County Precinct 1

Commissioner David Hall
305 Henry Barber Way (by the County Fairgrounds)
Port Lavaca, TX 77979
Office Manager: Angela Torres
Office: 361-552-9242
Fax: 361-553-8734
Location Stockpile: 305 Henry Barber Way, Port Lavaca, TX
Laydown yard: 1890 FM 2760, Port Lavaca, TX

Calhoun County Precinct 2

Commissioner Ronald Best
5812 FM 1090 (Six Mile)
Port Lavaca, TX 77979
Office Manager: Lesa Jurek
Office: 361-552-9656
Fax: 361-553-6664
Location of Stockpile: 5812 FM 1090, Port Lavaca, TX

Calhoun County Precinct 3

Commissioner Joel Behrens
24627 State Hwy 172 (Olivia)
Port Lavaca, TX 77979
Office Manager: Lynette Adame
Office: 361-893-5346
Fax: 361-893-5309
Location of Stockpile: 24627 State Highway 172, Olivia TX

Calhoun County Precinct 4

Precinct 4-P (Port O'Connor)
Commissioner Gary Reese
Trevor St off of Hwy 185
Port O'Connor, TX 77982
Office Manager: April Townsend
Use same numbers as Seadrift (4-S)
Location of Stockpile – Pct 4-P Barn #3: 93 Trevor Street off of Highway 185, Port O'Connor, TX

Calhoun County Precinct 4

Precinct 4-S (Seadrift)
Commissioner Gary Reese
104 E Dallas St
PO Box 177
Seadrift, TX 77983
Office Manager: April Townsend
Office: 361-785-3141
Fax: 361-785-5602
Location of Stockpile – Pct 4-S Barn #2: 448 Harbor Road, Seadrift TX

REQUIRED FORMS

Vendor must return the following forms:

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid

- Invitation to Bid Form (Pages 27-33)
- Vendor and Order Information Form (Page 34)
- Affidavit (Page 35)
- Conflict of Interest Questionnaire Form CIQ (Page 37)
- Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 40)
- Certification Regarding Lobbying (Page 41)
- Disclosure of Lobbying Activities (Page 43)
- House Bill 89 Verification (Page 44)
- Residence Certification (Page 45)
- W-9 (Page 46)

Submitted Bid consists only of the above required forms

INVITATION TO BID FORM

ANNUAL SUPPLY CONTRACT FOR
ROAD MATERIALS

Bid Number 2026.02

January 1, 2026 through December 31, 2026

Vendor's Name & Address

*Please type. If handwritten, must be in ink and legible. White out is not acceptable.

*SEE SPECIFICATIONS AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS

*MATERIALS BID MUST BE BROKEN DOWN INTO PRICE PER UNIT AND DELIVERY PER UNIT

ROAD MATERIALS (Bid Item Listed or Equivalent)

Bid Item #1: Limestone - 1/2 Inch To Dust or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	UNIT	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #2: Limestone - 3/4 Inch To Dust or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #3: Item 247, Type A Limestone, Grade 2 [1 3/4 Inch] or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #4: Item 247, Type A Limestone, Grade 3 [1 3/4 Inch] or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #5: Item 265-2.2 Fly Ash or Equivalent

See Specifications, Bid Item #5 for more information on this material

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #6: Item 275, Cement or Equivalent**275-2.1, Hydraulic Cement Type 1, Bulk** (Pneumatic Tankers, Spreader Bar Needed)**275-2.1, Hydraulic Cement Type 1, 47 lb Bag** (Cost per Pallet List # of 47 lb Bags on a Pallet)

Price per unit / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
	____ of 47 lb Bags on Pallet				
Precinct 2	Ton				
	____ of 47 lb Bags on Pallet				
Precinct 3	Ton				
	____ of 47 lb Bags on Pallet				
Precinct 4-P	Ton				
	____ of 47 lb Bags on Pallet				
Precinct 4-S	Ton				
	____ of 47 lb Bags on Pallet				

Remarks: _____

Bid Item #7: Item 302, Type PB, Grade 3 (Pre-Coated Rock) or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #8: Item 302, Type PB, Grade 4 (Pre-Coated Rock) or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

**Bid Item #9: Item 302, Type PE, Grade 3 (Pre-Coated Rock)
*Material Source out of _____ * or Equivalent**

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

**Bid Item 10: Item 302, Type PE, Grade 4 (Pre-Coated Rock)
*Material Source out of _____ * or Equivalent**

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #11: Item 302, Type E, Grade 5, Ice Rock (Non-Coated Limestone Only) or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #12: Item 330, Type D (Pre-Mix Limestone) or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #13: Item 330 D, Pothole Repair, Limestone Rock Asphalt (LRA) or Equivalent

See Specifications, Bid Item #13 for more information on this material

Price per unit / delivery price to County Stockpile and/or Jobsite (Ton and/or 50 lb Bag)

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
	50 lb Bag				
Precinct 2	Ton				
	50 lb Bag				
Precinct 3	Ton				
	50 lb Bag				
Precinct 4-P	Ton				
	50 lb Bag				
Precinct 4-S	Ton				
	50 lb Bag				

Remarks: _____

Bid Item #14: Item 334, Type D Hot Mix Cold Laid Asphalt Concrete Pavement or Equivalent

See Specifications, Bid Item #14 for more information on this materia.

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #15: ASPPM 9202 Grade IV High Performance Cold Mix or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

Bid Item #16: Item 432, Riprap, Section 2.3 Stone Riprap, 12" Limestone or Equivalent

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

The undersigned affirms that they are duly authorized to execute this Bid and that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other vendor, that the contents of this Bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by their employees or agents to any official, employee or agent of Calhoun County or any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned affirms that they have not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with this Bid.

The undersigned affirms that they have read the entire Invitation to Bid Packet and fully understands all requirements.

FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID

Date: _____

Authorized Signature & Title: _____

Type of Name & Title of Authorized Signature: _____

Phone Number: _____ Email: _____

Exceptions and or Variations from Specifications and/or additional Notes: _____

VENDOR AND ORDER INFORMATION FORM

Please Type.

If handwritten, must be in ink and legible

Vendor's Name: _____

Address: _____

Remittance Address: _____

Telephone: _____

Fax: _____

Email: _____

Signature of Authorized Representative: _____

Printed name of Authorized Rep: _____

ORDER – CONTACT INFORMATION

Order Contact Name & Title: _____

Order Contact Telephone: _____

Order Contact Fax: _____

Order Contact Email: _____

INVOICES – CONTACT INFORMATION

For Invoice Inquiries:

Contact Name & Title: _____

Contact Telephone: _____

Contact Fax: _____

Contact Email: _____

STATE OF TEXAS

}

AFFIDAVIT

COUNTY OF _____ }

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Signature of Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy.

However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)
as defined in Government Code §2252.001 and our principal place of business is
_____.
(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)
defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____ by,
and between the County of Calhoun (hereinafter called "County") and
_____ (hereinafter called "Contractor/Hauler").

WITNESSETH:

WHEREAS, the Contractor/Hauler did on October 30, 2025, submit a BID for **ROAD MATERIALS**,
Bid Number 2026.02 to be used by County Precincts in Calhoun County, Texas.

NOW, THEREFORE, in consideration of the following mutual agreement and covenant, it is
understood and agreed by and between the parties hereto as follows:

- a) The Contractor/Hauler is hereby granted the sole and exclusive right and privilege within
the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment,
trucks, and all other items necessary to perform all of the work and to deliver the Road
Materials as described in the Contract Documents.
- b) The Contract Documents shall include the following documents, and this Contract does
hereby expressly incorporate same herein as if fully set forth verbatim in this Contract:
 - i. Invitation to Bid, Instructions and Term of Contract;
 - ii. General Conditions;
 - iii. Bid Specifications and Conditions;
 - iv. Bid Form;
 - v. This instrument; and
 - vi. Any addenda or changes to the foregoing documents agreed to by the parties
hereto.
- c) All provisions of the Contract Documents shall be strictly complied with and conformed
to by the Contractor/Hauler, and no amendment to this Contract shall be made except
upon the written consent of the parties and approved by Calhoun County Commissioners
Court. No amendment shall be construed to release either party from any obligation of
the Contract Documents except as specifically provided for in such amendment.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____
INITIALS OF COUNTY (IN INK): _____ DATE: _____

d) This contract is entered into subject to the following conditions:

- 1) The Contractor/Hauler shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- 2) The Contractor/Hauler shall not be liable for the failure to wholly perform his duties if such failure is caused by force majeure. "Force Majeure" means a delay encountered by the Contractor/Hauler in the performance of its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor/Hauler. Without limiting the generality of the foregoing, "Force Majeure" shall include, but not 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. Any event constituting a Force Majeure must be reported by the Contractor/Hauler to the County in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 3) The Contractor/Hauler, when required, must deliver all materials ordered by the County within twenty-four (24) hours from the time of the order or the date and time specified by the County. In the event the Contractor/Hauler is unable to deliver the material(s) ordered within twenty-four (24) hours from the time of the order or the date and time specified by the County, the County reserves the right to cancel the order and re-order the said material(s) from the vendor(s) which submitted the next lowest bid and can deliver within twenty-four (24) hours or the date and time specified by the County.
- 4) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____

INITIALS OF COUNTY (IN INK): _____ DATE: _____

IN WITNESS WHEREOF, THE COUNTY AND CONTRACTOR/HAULER, have caused this Contract to be executed by their authorized agents in one original. Additional copies of the original executed Contract will be distributed to all appropriate parties.

The effective date of this Contract will begin on January 1, 2026 and end on December 31, 2026.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 S Ann Street
3rd Floor, Suite 301
Port Lavaca TX 77979

By: _____

Print Name: _____

Title: _____

CONTRACTOR/HAULER:

By: _____

Print Name: _____

Title: _____

Address: _____

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12. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Asphalts, Oils and Emulsions, Bid Number 2026.03, for the period January 1, 2026 through December 31, 2026, and authorize the County Auditor to advertise for bids. Bids will be due before 2:00:00PM, Thursday, October 30, 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

INVITATION TO BID

**ANNUAL SUPPLY CONTRACT FOR
ASPHALTS, OILS AND EMULSIONS**

BID NUMBER: 2026.03
BID TERM: JANUARY 1, 2026 THROUGH DECEMBER 31, 2026



SEALED BIDS ARE DUE BEFORE:
2:00:00 PM, THURSDAY, OCTOBER 30, 2025

AT THE OFFICE OF:
Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

Public Opening of the Bids will be conducted immediately after the closing of the 2:00:00 PM deadline, Thursday, October 30, 2025 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2026.

CONTENTS

- Invitation to Bid (Page 3)
- Return Instructions (Page 4)
- General Conditions (Pages 5-16)
- Specifications (Pages 17-23)
- Contact, Billing and Location Information for Calhoun County Precincts (Page 24)
- Required Forms to be returned when submitting a Bid (Pages 25-42)
If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid
 - Invitation to Bid Form (Pages 26-29)
 - Vendor and Order Information Form (Page 30)
 - Affidavit (Page 31)
 - Conflict of Interest Questionnaire Form CIQ (Page 33)
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 36)
 - Certification Regarding Lobbying (Page 37)
 - Disclosure of Lobbying Activities (Page 39)
 - House Bill 89 Verification (Page 40)
 - Residence Certification (Page 41)
 - W-9 (Page 42)

OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Copy of Contract (to be completed AFTER the Bid is awarded) Pages 43-45

INVITATION TO BID

Notice is hereby given that the Commissioners Court of Calhoun County, Texas, will receive SEALED BIDS for Asphalts, Oils and Emulsions for the County's Road and Bridge Precincts.

BID NUMBER: 2026.03, ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

Bids are for a one (1) year period: January 1, 2026 through December 31, 2026.

The complete Invitation to Bid Packet can be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2026) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, THURSDAY, OCTOBER 30, 2025. Immediately after the closing of the 2:00:00 PM deadline, all Bids will be publicly opened in the County Judge's office in the Calhoun County Courthouse at 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any entity in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

All bids (one original) must be delivered to the office of the Calhoun County Judge before 2:00:00 PM, Thursday, October 30, 2025 in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope: SEALED BID NUMBER 2026.03 ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Calhoun County Commissioners Court reserves the right to waive any formality, technicality or irregularity, accept or reject any and or all Bids and to accept the Bid deemed most advantageous to and in the best interest of Calhoun County. The award of a Bid shall be made to the responsible vendor whose Bid is determined to be the most beneficial to Calhoun County, taking into consideration the relative importance of price and other factors set forth in the Invitation to Bid Packet.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit Bids.

Candice Villarreal
County Auditor
Calhoun County, Texas

RETURN INSTRUCTIONS

For
Submitting a Bid for
ANNUAL SUPPLY CONTRACT FOR
ASPHALTS, OILS AND EMULSIONS
Bid Number: 2026.03
Bid Period: January 1, 2026 through December 31, 2026

Return the following BEFORE 2:00:00 PM, THURSDAY, OCTOBER 30, 2025

Check List for submitting your Bid:

Return One (1) Original of only the following forms

Be sure all of the below forms are completed, signed, dated and returned. If "Not Applicable", mark "NA" and include when submitting a Bid.

The submitted Bid consists only of the following forms (only the below forms need to be returned)

- _____ Invitation to Bid Form (Pages 26-29)
- _____ Vendor and Order Information Form (Page 30)
- _____ Affidavit (Page 31)
- _____ Conflict of Interest Questionnaire, Form CIQ (Page 33)
- _____ Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 36)
- _____ Certification Regarding Lobbying (Page 37)
- _____ Disclosure of Lobbying Activities (Page 39)
- _____ House Bill 89 Verification (Page 40)
- _____ Residence Certification (Page 41)
- _____ W-9 (Page 42)

Do Not Fold any of the above information.

Bid must be returned in a SEALED 9 x 12 or larger envelope clearly marked:

SEALED BID NUMBER 2026.03 – ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

If you send your bid by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2026.03 – ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

Sealed Bid may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Bid must be sealed (with the glue on the envelope or tape)

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will

not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Vern L. Lyssy, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of

this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances

defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun 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 the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun 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 bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor 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 Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, 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 Bid, RFP, RFQ, and/or Contract, 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 Bid, RFP, RFQ, and/or Contract 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.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract 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 as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent 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 company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards

promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A
CALHOUN COUNTY, TEXAS
GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES
FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease or if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease or name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

- #4 Fill in the correct information if this applies
- OR**
- #5 Mark an X in the Box if this applies
- #6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINE

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

SPECIFICATIONS FOR
ANNUAL SUPPLY CONTRACT FOR
ASPHALTS, OILS AND EMULSIONS
BID NUMBER: 2026.03

BY ORDER of the Commissioners Court of Calhoun County, Texas, sealed Bids will be received for Asphalts, Oils and Emulsions for the County's Road and Bridge Precincts.

Contact, billing and location for each Calhoun County Road and Bridge Precinct can be found on the Form: Contact, Billing and Location Information for Calhoun County Precincts

INVITATION TO BID PACKET

The complete Invitation to Bid Packet may be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2026) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

The complete Invitation to Bid Packet must be used in preparing the Bid. Calhoun County does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete Invitation to Bid Packet.

SUBMISSION OF SEALED BIDS

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, THURSDAY, OCTOBER 30, 2025 in the County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

ALL BIDS (one original) shall be delivered to the office of the Calhoun County Judge in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope:

SEALED BID NUMBER 2026.03

ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

If the SEALED BID is sent by UPS, FedEx, or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2026.03

ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

SEALED BIDS may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

A late delivery with an early postmark will not suffice.

Calhoun County is not responsible for the delivery of your Bid to the office of the County Judge or delivery to the wrong office. If you choose to send your Bid by postal delivery, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your Bid prior to the Bid due date and time.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any vendor in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline. No Bids will be accepted after the due date and 2:00:00 PM deadline has been reached.

BID TERM

The Bid shall be in effect for a period of one (1) year: January 1, 2026 through December 31, 2026

BID INFORMATION/REQUIREMENTS

To submit a valid Bid, read the entire Invitation to Bid Packet for all requirements and required forms that must be included and returned with the submitted Bid.

Calhoun County is always very conscious and extremely appreciative of the time and effort you have expended to submit a Bid. If you will not be submitting a Bid, we would appreciate you indicating on your "NO BID" response any requirements of this Bid request which may have influenced your decision to "NO BID".

Calhoun County is not responsible for errors if the Bid forms are handwritten. It is recommended that all information submitted by the vendor on the Bid forms be typed. If handwritten, must be in ink and legible. White out is not acceptable.

Asphalts, Oils and Emulsions shall meet or exceed "Texas Department of Transportation Current Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges" and/or Calhoun County requirements.

ASPHALTS, OILS AND EMULSIONS (Bid Item Listed or Equivalent)

Bid Item #1: Primer Oil or Equivalent

Bid Item #2: P2 Prime Concentrate or Equivalent

Bid Item #3: RC-250 or Equivalent -- Temperature must be no lower than 140°

Bid Item #4: CRS-2 or Equivalent -- Temperature must be no lower than 150° and
no higher than 180°

Bid Item #5: P2 CWE-2 or Equivalent

Vendor may submit a Bid for any or all Asphalts, Oils and Emulsions or Equivalent for any location.

Vendor must be able to furnish Bid items under terms of these specifications and general conditions if vendor is awarded a Bid.

Calhoun County is EXEMPT from all Sales Tax (county, city and state sales tax) and all Federal Excise Taxes, if applicable under Section 151.309 of the Texas Tax Code. Upon request, tax exempt forms will be furnished to the vendor by the County Auditor's Office. Vendor is to issue its Texas Resale Certificate to vendors or subcontractors for such items qualifying for this exemption.

Pump and hoses, if applicable, are to be furnished by the vendor at no extra charge or the charge for the pump and hoses, if applicable, must be included in the Bid.

Demurrage charges, if applicable, stated separately from the Bid price of the product/material will increase the amount of the Bid price for the product/material.

The Bid for any or all Asphalts, Oils and Emulsions must be broken down into price per unit and delivery price per unit.

A fuel adjustment will be allowed, with a cap of 15% plus or minus, on the delivery price only as fluctuations in diesel prices occur as listed on <http://www.eia.gov/petroleum/gasdiesel>, using the Gulf Coast Region. The baseline price will be the price on this site published on Tuesday, for Monday, October 27, 2025, rounded to the nearest one-hundredth and thereafter the index will be adjusted and documented on Monday of each week after Bids are accepted.

The allowable fuel adjustment will be calculated by subtracting the baseline price from the posted price for the Monday immediately prior to the delivery date of the product/material (if delivered on a Monday, the posted price on the Monday prior to delivery must be used), and if the difference is less than 5 cents no adjustment will be allowed; 5 cents to 9 cents a 1% plus or minus adjustment to the delivery price per unit; 10 cents to 14 cents a 2% plus or minus adjustment to the delivery price per unit; 15 to 19 cents a 3% plus or minus adjustment to the delivery price per unit; 20 to 24 cents a 4% plus or minus adjustment to the delivery price per unit and so on. **A 1% adjustment will be made on the delivery price for every 5 cent increase or decrease from the baseline price, not to exceed 15% plus or minus.**

Vendor must include a copy of the document from the EIA.GOV website that was used to determine delivery price when invoicing Calhoun County and the calculations on the increase or decrease in the delivery price.

Vendor will be required to deliver to all jobsites in Calhoun County as directed by the Commissioner of applicable Calhoun County Precinct.

Jobsite can be road, field location or stockpile at designated Calhoun County locations.

Miles from pit to stockpile and/or jobsite will be shortest legal route.

Total Bid price, stated on the Invitation to Bid Form, shall include all fees, transportation costs and/or delivery fees to the designated Calhoun County Precinct stockpile or jobsites.

Products/materials shall be ordered in quantities as determined by each Calhoun County Commissioner.

Calhoun County Precincts will put out needed signs and barricades for traffic control.

Calhoun County Precincts will accept the number of trucks necessary to do a job on a most cost efficient basis, which could require various numbers of trucks.

Any Vendor traveling on Calhoun County roads will not exceed its legal gross weight.

Each load shall be weighed on a certified public scale. Truck and trailer shall be weighed empty at least once on each job run, or when a change is made due to changing truck, trailer, or other. Cost of weighing shall be paid

by the hauler. Driver shall get a product/material company ticket from pit or location when loading. A copy of the scale weight ticket, product/material company ticket and company delivery ticket shall be given to the Calhoun County employee at the jobsite when load is inspected and dumped.

Calhoun County Precincts will supervise the dumping of loads and a Calhoun County employee will sign the delivery ticket. The Calhoun County Precinct must receive a copy of the signed delivery ticket.

Calhoun County shall have the right to pull sample loaded truck(s) to a certified scale of Calhoun County's choice for loaded weight, unload truck(s) and take empty weight on same scale to verify weights. Calhoun County shall pay for the weighing.

Calhoun County legally accepts the product/material after it is unloaded and approved by the Calhoun County Commissioner of said precinct.

Any exceptions and or variations from the specifications in this Bid document must be indicated on the Bid form or on a separate attachment to the Bid and labeled as such. Exceptions taken and/or variations made to the specifications and listed on the vendor's Bid or separate attachment may void the Bid.

The request for a Bid on a product/material does not guarantee that Calhoun County will purchase this product/material during the Bid period. Calhoun County does not guarantee to purchase any minimum or maximum quantities. The products/materials will only be ordered as needed.

When required, all products/materials ordered will be delivered to the Calhoun County Precinct within 24 hours from time of order. In the event the vendor is unable to deliver the product/material ordered within 24 hours from time of order, Calhoun County reserves the right to cancel the order and re-order the said product/material from the vendor which submitted the next lowest Bid that met specifications and can deliver within 24 hours from time of order. Calhoun County shall not incur any penalties, fees and/or other charges when cancelling an order.

Vendor shall be required to notify Calhoun County in the event of unforeseen delay arising in the delivery of an order. In the event an order will not arrive at the Calhoun County Precinct at the designated time, Calhoun County shall have the right to cancel the order or refuse acceptance of the order. Calhoun County shall not be accessed any penalties, fees and/or other charges due to this cancellation or refusal.

In the event the vendor is unable to furnish any item within a reasonable time after an order is placed due to strikes, war or any reason beyond the vendor's and/or supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be cancelled.

Calhoun County or the vendor have the right to cancel the delivery of a product/material at any time due to weather, road conditions and/or machinery breakdown. No penalties, fees and/or other charges will be billed to Calhoun County if the delivery of a product/material is cancelled by Calhoun County or the vendor due to weather, road conditions and/or machinery breakdown.

The County reserves the right to refuse any order delivered for not being in compliance with the specifications, general conditions and/or the "Hazardous Communications Act", commonly known as the "Texas Right to Know Act".

The vendor, at the vendor's cost, shall immediately remove the product/material from the Calhoun County Precinct that are deemed unsatisfactory, and are not in compliance with the specifications, general conditions

and/or do not meet State and/or Federal Regulations. No penalties, fees, and/or other charges will be billed to Calhoun County for the removal of the product/material from the Calhoun County Precinct.

Safety Data Sheets and Placards, if applicable, must be furnished at the time of delivery as specified by State and/or Federal Regulations.

Calhoun County reserves the right to conduct random sampling of pre-qualified products/materials for testing and to perform random audits of test reports. Calhoun County representatives may sample products/materials from the manufacturing plant, terminal, shipping container and any other source they deem necessary to insure reliability of the product/materials. If testing will be performed through a third party, the vendor will be required to allow the third party access to the facilities in order to acquire samples for testing. Regardless of results of any products/materials test required by Calhoun County, all costs incurred for such tests shall be paid for by the vendor.

Specifications are not being met if products/materials are not delivered at the required temperatures or the time and date requested by Calhoun County's Commissioner are not met.

The award of a Bid will be voided if specifications, general conditions and instructions within this Invitation to Bid Packet are not followed. The Bid would then be awarded to the vendor which submitted the next lowest Bid that met specifications and all requirements of the Invitation to Bid Packet.

All Calhoun County Precincts handle their own orders; therefore, invoices shall be billed to each Calhoun County Precinct separately.

All invoices must be billed to Calhoun County to the attention of the Calhoun County Commissioner and Precinct ordering the product/material.

Bid item number and product/material description, as stated on the Invitation to Bid form, awarded product/material Bid price per unit and delivery price per unit must appear on all invoices in order to be considered for payment. Listing the Bid item number and exact product/material description, as on the Invitation to Bid Form, will avoid any confusion when the invoice is processed for payment.

No other charges, including, but not limited to, pump, hoses, special fees or after hour delivery fees, may be added to the awarded Bid price per unit and delivery price when invoiced unless these charges were noted on the Bid form or separate attachment and awarded as such.

Invoices shall be free from sales tax (county, city or state sales tax) and federal excise taxes, if applicable.

Invoices shall include a copy of the document from the EIA.GOV website that was used to calculate the increase or decrease in the delivery charge.

Invoices shall show the calculation on how the increase or decrease in delivery price was reached.

Invoices shall include a copy of the delivery ticket that shows confirmation of delivery.

It is understood that Calhoun County Commissioners Court reserves the right to accept or reject any and/or all Bids for any/or all products/materials and/or services covered in this Bid request and to waive technicalities or defects in Bids, or to accept such Bids as it shall deem to be most advantageous and in the best interest of Calhoun County.

Calhoun County Commissioners have the right to reject at any time any product/material that is undesirable for either road or jobsite location. If any product/material is rejected, the County will not incur any return freight, fees or any other charges on the rejected product/material.

Calhoun County will evaluate and award the Bid based on lowest and best Bid meeting specifications and all requirements of the Invitation to Bid Packet. "Lowest and best" means a Bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale. Calhoun County reserves the right to accept and/or reject any/all of the options Bid as it deems to be in the best interest of Calhoun County.

Although the cost of products/materials to be provided is an essential part of the Bid, Calhoun County is not obligated to award a Bid (contract) on the sole basis of cost but will award to the vendor considered to be the best value to the Calhoun County.

The Bid award shall be based on, but not necessarily limited to, the following factors:

- Unit price
- Extended price (and other charges, if any)
- Special needs and requirements of Calhoun County
- Delivery
- Compliance in returning (including) all required forms
- Results of testing samples (if required by Calhoun County)
- Calhoun County's experience with products/materials Bid
- Vendor's past performance record with Calhoun County

If Bids are awarded, award information will be emailed to all vendors that submitted a Bid regardless if the vendor was awarded a Bid or not. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the vendors as soon as possible. To obtain results, or if you have any questions, please contact Demi Cabrera, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4613, demie.cabrera@calhouncotx.org. As time permits, Bid awards will be posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results, Results, 2026.

Once Bids are awarded by Calhoun County Commissioners Court, the County Auditor's Office will send the awarded vendor the following: (1) The contract; (2) A request for Form 1295, Certificate of Interested Parties; and (3) A request for the insurance requirements, Certificate of Insurance. All documents must be returned and accepted by Calhoun County Commissioners Court before the award will be complete, valid and in effect.

Calhoun County or the vendor may cancel this contract at any time for any reason, provided a written notice is given.

Should there be a change in ownership or management, the contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

Vendor understands that Calhoun County is a government entity subject to Texas State and Federal public information statutes. Vendor hereby waives any obligation to the release to the public of any documents submitted in accordance with the Bid.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and or emailed to each vendor that received a Bid packet.

All disputes or protests will be held in Calhoun County, Texas.

INSURANCE REQUIREMENTS

Before commencing work under the contract, the vendor must furnish, at their own expense, certificates of insurance or other acceptable evidence from a reputable insurance company or companies acceptable to Calhoun County, licensed to write insurance in the State of Texas showing the contractor (vendor) is covered by insurance within the minimum limits of liability listed in the General Conditions that are included in this Invitation to Bid Packet and shall remain in force until all work under the contract is completed. If for any reason insurance coverage is not kept in force, all deliveries must be stopped until an acceptable Certificate of Insurance is provided to the County. The County Auditor's office and the County Commissioners' should be provided with 30 days advance notice of changes or termination of coverage. The County shall be covered as an additional insured and the certificate of insurance must also include a waiver of subrogation in favor of the County. The vendor shall be responsible for any deductions stated in the policy.

The vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements under this contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from operations under this contract.

Any failure of the vendor to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to the County. The insurance provided by the vendor shall be primary as respects to the County. Any insurance maintained by the County shall be excess of the vendor's insurance and shall not contribute to it.

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CONTACT, BILLING AND LOCATION INFORMATION FOR CALHOUN COUNTY PRECINCTS

Calhoun County Precinct 1

Commissioner David Hall
305 Henry Barber Way (by the County Fairgrounds)
Port Lavaca, TX 77979
Office Manager: Angela Torres
Office: 361-552-9242
Fax: 361-553-8734
Location Stockpile: 305 Henry Barber Way, Port Lavaca, TX
Laydown Yard: 1890 FM 2760, Port Lavaca, TX

Calhoun County Precinct 2

Commissioner Ronald Best
5812 FM 1090 (Six Mile)
Port Lavaca, TX 77979
Office Manager: Lesa Jurek
Office: 361-552-9656
Fax: 361-553-6664
Location of Stockpile: 5812 FM 1090, Port Lavaca, TX

Calhoun County Precinct 3

Commissioner Joel Behrens
24627 State Hwy 172 (Olivia)
Port Lavaca, TX 77979
Office Manager: Lynette Adame
Office: 361-893-5346
Fax: 361-893-5309
Location of Stockpile: 24627 State Highway 172, Olivia TX

Calhoun County Precinct 4

Precinct 4-P (Port O'Connor)
Commissioner Gary Reese
Trevor St off of Hwy 185
Port O'Connor, TX 77982
Office Manager: April Townsend
Use same numbers as Seadrift (4-S)
Location of Stockpile – Pct 4-P Barn #3: 93 Trevor Street off of Highway 185, Port O'Connor, TX

Calhoun County Precinct 4

Precinct 4-S (Seadrift)
Commissioner Gary Reese
104 E Dallas St
PO Box 177
Seadrift, TX 77983
Office Manager: April Townsend
Office: 361-785-3141
Fax: 361-785-5602
Location of Stockpile – Pct 4-S Barn #2: 448 Harbor Road, Seadrift TX

REQUIRED FORMS

Vendor must return the following forms:

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid

- Invitation to Bid Form (Pages 26-29)
- Vendor and Order Information Form (Page 30)
- Affidavit (Page 31)
- Conflict of Interest Questionnaire Form CIQ (Page 33)
- Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 36)
- Certification Regarding Lobbying (Page 37)
- Disclosure of Lobbying Activities (Page 39)
- House Bill 89 Verification (Page 40)
- Residence Certification (Page 41)
- W-9 (Page 42)

Submitted Bid consists only of the above required forms

INVITATION TO BID FORM ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

Bid Number 2026.03
January 1, 2026 through December 31, 2026

Vendor's Name & Address

***Please type. If handwritten, must be in ink and legible. White out is not acceptable.**

***SEE SPECIFICATIONS AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS**

***PRODUCTS/MATERIALS BID MUST BE BROKEN DOWN INTO PRICE PER UNIT AND DELIVERY PRICE PER UNIT**

ASPHALTS, OILS AND EMULSIONS Item 300, Asphalts, Oils and Emulsions (Bid Item Listed or Equivalent)					
Bid Item #1: Primer Oil or Equivalent					
Price per gallon / delivery price to County Stockpile and/or Jobsite					
LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE, IF ANY
Precinct 1	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 2	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 3	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-P	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-S	Gallon				\$_____ Per Hour After _____ Free Hours
Remarks: _____					

Bid Item #2: P2 Prime Concentrate or Equivalent

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE, IF ANY
Precinct 1	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 2	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 3	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-P	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-S	Gallon				\$_____ Per Hour After _____ Free Hours

Remarks: _____

Bid Item #3: RC-250 or Equivalent

Temperature must be no lower than 140°

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE, IF ANY
Precinct 1	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 2	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 3	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-P	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-S	Gallon				\$_____ Per Hour After _____ Free Hours

Remarks: _____

Bid Item #4: CRS-2 or Equivalent**Temperature must be no lower than 150° and no higher than 180°**

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE, IF ANY
Precinct 1	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 2	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 3	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-P	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-S	Gallon				\$_____ Per Hour After _____ Free Hours

Remarks: _____

Bid Item #5: P2 CWE-2 or Equivalent

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE, IF ANY
Precinct 1	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 2	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 3	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-P	Gallon				\$_____ Per Hour After _____ Free Hours
Precinct 4-S	Gallon				\$_____ Per Hour After _____ Free Hours

Remarks: _____

Be sure to read, complete, sign and date next page

The undersigned affirms that they are duly authorized to execute this Bid and that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other vendor, that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by their employees or agents to any official, employee or agent of Calhoun County or any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned affirms that they have not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with this Bid.

The undersigned affirms that they have read the entire Invitation to Bid Packet and fully understands and has followed all requirements.

FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID

Date: _____

Authorized Signature & Title: _____

Type Name & Title of Authorized Signature: _____

Phone Number: _____ Email: _____

Exceptions and or Variations from Specifications and/or additional Notes; _____

VENDOR AND ORDER INFORMATION FORM

Please Type.

If handwritten, must be in ink and legible

Vendor's Name: _____

Address: _____

Remittance Address: _____

Telephone: _____

Fax: _____

Email: _____

Signature of Authorized Representative: _____

Printed name of Authorized Rep: _____

ORDER – CONTACT INFORMATION

Order Contact Name & Title: _____

Order Contact Telephone: _____

Order Contact Fax: _____

Order Contact Email: _____

INVOICES – CONTACT INFORMATION

For Invoice Inquiries:

Contact Name & Title: _____

Contact Telephone: _____

Contact Fax: _____

Contact Email: _____

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF _____ {}

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Signature of Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)

as defined in Government Code §2252.001 and our principal place of business is

(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
	- -
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____ by,
and between the County of Calhoun (hereinafter called "County") and
_____ (hereinafter called "Contractor/Hauler").

WITNESSETH:

WHEREAS, the Contractor/Hauler did on Thursday, October 30, 2025, submit a BID for **ASPHALTS, OILS AND EMULSIONS, Bid Number 2026.03** to be used by County Precincts in Calhoun County, Texas.

NOW, THEREFORE, in consideration of the following mutual agreement and covenant, it is understood and agreed by and between the parties hereto as follows:

- a) The Contractor/Hauler is hereby granted the sole and exclusive right and privilege within the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to perform all of the work and to deliver the Asphalts, Oils and Emulsions as described in the Contract Documents.
- b) The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth verbatim in this Contract:
 - i. Invitation to Bid, Instructions and Term of Contract;
 - ii. General Conditions;
 - iii. Bid Specifications and Conditions;
 - iv. Bid Form;
 - v. This instrument; and
 - vi. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- c) All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor/Hauler, and no amendment to this Contract shall be made except upon the written consent of the parties and approved by Calhoun County Commissioners Court. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____
INITIALS OF COUNTY (IN INK): _____ DATE: _____

d) This contract is entered into subject to the following conditions:

- 1) The Contractor/Hauler shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- 2) The Contractor/Hauler shall not be liable for the failure to wholly perform his duties if such failure is caused by force majeure. "Force Majeure" means a delay encountered by the Contractor/Hauler in the performance of its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor/Hauler. Without limiting the generality of the foregoing, "Force Majeure" shall include, but not 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. Any event constituting a Force Majeure must be reported by the Contractor/Hauler to the County in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 3) The Contractor/Hauler, when required, must deliver all products/materials ordered by the County within twenty-four (24) hours from the time of the order or the date and time specified by the County. In the event the Contractor/Hauler is unable to deliver the products/materials ordered within twenty-four (24) hours from the time of the order or the date and time specified by the County, the County reserves the right to cancel the order and re-order the said products/materials from the vendor which submitted the next lowest bid and can deliver within twenty-four (24) hours or the date and time specified by the County.
- 4) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____
INITIALS OF COUNTY (IN INK): _____ DATE: _____

IN WITNESS WHEREOF, THE COUNTY AND CONTRACTOR/HAULER, have caused this Contract to be executed by their authorized agents in one original. Additional copies of the original executed Contract will be distributed to all appropriate parties.

The effective date of this Contract will begin on January 1, 2026 and end on December 31, 2026.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 S Ann St
3rd Floor, Ste 301
Port Lavaca TX 77979

By: _____

Print Name: _____

Title: _____

CONTRACTOR/HAULER:

By: _____

Print Name: _____

Title: _____

Address: _____

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13. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Delivered Fuel, Bid Number 2026.04, for the period January 1, 2026 through December 31, 2026, and authorize the County Auditor to advertise for bids. Bids will be due before 2:00:00Pm, Thursday, October 30, 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

INVITATION TO BID

**ANNUAL SUPPLY CONTRACT FOR
DELIVERED FUEL**

BID NUMBER: 2026.04

BID TERM: JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

**With an option for renewal for an additional three – one (1) year periods,
if agreeable with both the successful vendor and Calhoun County**



SEALED BIDS ARE DUE BEFORE:

2:00:00 PM, Thursday, October 30, 2025

AT THE OFFICE OF:

**Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979**

Public Opening of the Bids will be conducted immediately after the closing of the 2:00:00 PM deadline, Thursday, October 30, 2025 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2026.

CONTENTS

- Invitation to Bid (Page 3)
- Return Instructions (Page 4)
- General Conditions (Pages 5-16)
- Specifications (Pages 17-23)
- Estimated Quantity Information (Pages 24-25)
- Contact, Billing and Location Information for Calhoun County Precincts (Pages 26-28)
- Required Forms/Information to be returned when submitting a Bid (Pages 30-50)
If any required form is "Not Applicable", mark "NA" and include when submitting a Bid
 - Invitation to Bid Form (Pages 30-36)
 - Method or Source Document used for Mark-up through the bid period (Page 37)
 - Vendor and Order Information Form (Page 38)
 - Affidavit (Page 39)
 - Conflict of Interest Questionnaire Form CIQ (Page 41)
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 44)
 - Certification Regarding Lobbying (Page 45)
 - Disclosure of Lobbying Activities (Page 47)
 - House Bill 89 Verification (Page 48)
 - Residence Certification (Page 49)
 - W-9 (Page 50)

OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Copy of Contract (to be completed AFTER the bid is awarded) Pages 51-53

INVITATION TO BID

Notice is hereby given that the Commissioners Court of Calhoun County, Texas, will receive SEALED BIDS for Delivered Fuel as needed by the Road and Bridge Precincts, other Calhoun County Departments, and the Calhoun County Hospital and Clinic (Memorial Medical Center & Memorial Medical Clinic) for fuel tanks and/or generator fuel tanks.

BID NUMBER: 2026.04, ANNUAL SUPPLY CONTRACT FOR DELIVERED FUEL

Bids are for a one (1) year period beginning January 1, 2026 and ending December 31, 2026 with an option for renewal for an additional three – one (1) year periods, if agreeable with both the successful vendor and Calhoun County Commissioners Court.

The complete Invitation to Bid Packet can be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices 2026) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, THURSDAY, OCTOBER 30, 2025.

Immediately after the closing of the 2:00:00 PM deadline, all Bids will be publicly opened in the County Judge's office in the Calhoun County Courthouse at 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. Bid will be considered for award at a future meeting of the Calhoun County Commissioners Court.

All bids (one original) shall be delivered to the office of the Calhoun County Judge in a SEALED 9x12 or larger envelope and CLEAREY MARKED on the outside of the envelope:

SEALED BID NUMBER 2026.04 ANNUAL SUPPLY CONTRACT FOR DELIVERED FUEL

Calhoun County does not accept faxed or emailed bids. Bids received after the deadline will be returned unopened.

SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street, 3rd Floor, Suite 301
Port Lavaca, TX 77979

Calhoun County reserves the right to waive any technicalities or irregularity, accept or reject any and/or all bids, to accept the bid deemed most advantageous to and in the best interest of Calhoun County. The award of a bid shall be made to the responsible vendor whose bid is determined to be the most beneficial to Calhoun County, taking into consideration the relative importance of price and other factors set forth in the Invitation to Bid Packet.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit bids.

Candice Villarreal
County Auditor
Calhoun County, Texas

RETURN INSTRUCTIONS

For
Submitting a Bid for
ANNUAL SUPPLY CONTRACT FOR
DELIVERED FUEL

Bid Number: 2026.04

Bid Period: January 1, 2026 through December 31, 2026

With an option for renewal for an additional three – one (1) year periods, if agreeable with both the successful vendor and Calhoun County

Return the following BEFORE 2:00:00 PM, THURSDAY, OCTOBER 30, 2025.

Check List for submitting your Bid:

Return One (1) Original of only the following forms

Be sure all of the below forms are included and completed, signed, dated and returned. If "Not Applicable", mark "NA" and include when submitting a Bid.

The submitted Bid consists only of the following forms (only the below forms need to be returned)

- ☐ Invitation to Bid Form (Pages 30-36)
- ☐ Method or Source Document used for Mark-Up throughout the bid period (Page 37)
- ☐ Vendor and Order Information Form (Page 38)
- ☐ Affidavit (Page 39)
- ☐ Conflict of Interest Questionnaire, Form CIQ (Page 41)
- ☐ Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 44)
- ☐ Certification Regarding Lobbying (Page 45)
- ☐ Disclosure of Lobbying Activities (Page 47)
- ☐ House Bill 89 Verification (Page 48)
- ☐ Residence Certification (Page 49)
- ☐ W-9 (Page 50)

Do Not Fold any of the above information.

Bid must be returned in a SEALED 9 x 12 or larger envelope CLEARLY MARKED:

SEALED BID NUMBER 2026.04 ANNUAL SUPPLY CONTRACT FOR DELIVERED FUEL

If you send your bid by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2026.04 ANNUAL SUPPLY CONTRACT FOR DELIVERED FUEL

Sealed Bid may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 S. Ann St., 3rd Floor, Suite 301
Port Lavaca, TX 77979

Bid must be sealed (with the glue on the envelope or tape)

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting

bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Vern L. Lyssy, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun 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 the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun 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 bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor 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 Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, 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 Bid, RFP, RFQ, and/or Contract, 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 Bid, RFP, RFQ, and/or Contract 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.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract 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 as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent 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 company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards

promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A
CALHOUN COUNTY, TEXAS
GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES
FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease *or* if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease *or* name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

#4 Fill in the correct information if this applies

OR

#5 Mark an X in the Box if this applies

#6 Fill in the correct information, submit and print

After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINT

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

SPECIFICATIONS FOR
ANNUAL SUPPLY CONTRACT FOR
DELIVERED FUEL
BID NUMBER 2026.04

BY ORDER OF the Commissioners Court of Calhoun County, Texas, sealed bids will be received for the Annual Supply Contract for Delivered Fuel as needed by the Road and Bridge Precincts, other Calhoun County Departments, and the Calhoun County Hospital and Clinic (Memorial Medical Center & Memorial Medical Clinic), (all hereinafter called Calhoun County) for fuel tanks and/or generator fuel tanks.

See Contact and Billing Information and Location of Fuel Tanks and Generator Fuel Tanks for complete information for each Calhoun County delivery location.

INVITATION TO BID PACKET

The complete Invitation to Bid Packet may be downloaded from the County's website, www.calhouncotx.org (under Bid Notices and Results, Bid Notices 2026) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

The complete Invitation to Bid Packet must be used in preparing the bid. Calhoun County does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete Invitation to Bid Packet.

SUBMISSION OF SEALED BIDS

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, THURSDAY, OCTOBER 30, 2025 in the County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

ALL BIDS (one original) shall be delivered to the office of the Calhoun County Judge in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope:

SEALED BID NUMBER 2026.04 ANNUAL SUPPLY CONTRACT FOR DELIVERED FUEL

If the SEALED BID is sent by UPS, FedEx, or other delivery service, the outside of this envelope must be clearly marked: **SEALED BID NUMBER 2026.04 ANNUAL SUPPLY CONTRACT FOR DELIVERED FUEL**

SEALED BIDS may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

A late delivery with an early postmark will not suffice.

Calhoun County is not responsible for the delivery of your bid to the office of the County Judge or delivery to the wrong office. If you choose to send your bid by postal delivery, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your bid prior to the bid due date and time.

It is the responsibility of the submitting vendor to ensure that the sealed Bid is received in a timely manner. Calhoun County does not accept faxed or emailed Bids. Calhoun County accepts no financial responsibility for any cost incurred by any vendor in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that shall be used in determining the time the bid is received and the 2:00:00 PM deadline. No bids will be accepted after the due date and time has been reached.

BID TERM

The bid shall be in effect for a period of one (1) year beginning January 1, 2026 and ending December 31, 2026 with an option for renewal for an additional three – one (1) year periods, if agreeable with both the successful vendor and Calhoun County.

BID INFORMATION/REQUIREMENTS

To submit a valid Bid, read the entire Invitation to Bid Packet for all requirements and required forms that must be included and returned with the submitted Bid.

Calhoun County is always very conscious and extremely appreciative of the time and effort you have expended to submit a bid. If you will not be submitting a bid, we would appreciate your indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID."

Calhoun County is not responsible for errors if the Bid Forms are handwritten. It is recommended that all information submitted by the vendor on the Bid Forms be typed. If handwritten, must be in ink and legible. White out is not acceptable.

All vendors shall provide the Brand Name for each type of fuel to be used throughout the bid period in the space provided on the Invitation to Bid Forms.

Unleaded Gasoline must be free from water and suspended matter and octane of 87 and octane of 93 non-Ethanol.

Diesel Fuel must be free from water and suspended matter.

The vendor who is awarded the bid shall supply Calhoun County, if needed during hurricane season or inclement weather, with a 1,000-gallon skid fuel tank and pump with meter at no additional charges. The movable skid fuel tank should be double wall or a single wall tank and secondary containment that satisfies TCEQ requirements. Delivery (free of delivery charges by the awarded vendor) of the empty skid fuel tank will be to the Calhoun County Recycle Center, 900 Landfill Road, Port Lavaca. The skid fuel tank, when needed, will be moved by Calhoun County to close proximity of the Calhoun County Courthouse, 211 S. Ann St., Port Lavaca and fuel will be delivered to this location.

All vendors are required to bid a mark-up per gallon for each fuel type and location. Unless noted under Other Fees not included in mark-up, the mark-up per gallon shall include any and all delivery charges and other fees that will be billed in addition to the Lowest Rack Price and Texas State Excise Tax that is listed. The mark-up and other fees, if any other fees are listed, per gallon will remain constant throughout the term of the contract.

All vendors shall provide with their bid a copy of the Method or Source Document used for mark-up per gallon throughout the bid period.

The bid shall be for the lowest available branded daily rack prices.

Calhoun County is aware that the Rack Price may vary throughout the term of the contract. Vendors shall note on the bid sheet the method or source that will be used throughout the term of the contract to determine the lowest Rack Price and shall provide a sample copy of any documentation available with their bid. In addition, the vendor shall supply documentation of corresponding lowest rack price with each invoice. Awarded vendor will be required to furnish acceptable evidence to substantiate the rack price charge with each billing and bill of lading from pickup location.

Calhoun County is EXEMPT from all Federal Excise Taxes and Sales Tax (county, city and state sales tax).

Calhoun County is subject to Texas State Excise Tax on gasoline and clear diesel.

The vendor must state on the Invitation to Bid Form all Other Fees that are not included in the mark-up per gallon. Only Other Fees listed on the Invitation to bid form or separate page that is signed and dated by an authorized representative and returned by the vendor with their bid and awarded as such to the successful vendor will be allowed to be included on the invoice when the awarded vendor submits the invoice for payment. If the vendor does not list any Other Fees, then the invoice shall only include the Lowest Rack Price plus the Mark-Up per gallon bid amount and Texas State Excise Tax when applicable.

Bid price shall include all transportation costs to the designated delivery locations.

Vendor must list on the Invitation to Bid Form any delivery charges or fees for after hours, weekends and/or holidays. If these charges or fees are not listed, no other delivery charges or fees can be included on the invoice.

All charges must be included in the mark-up per gallon or clearly stated on Bid Form. Additional charges listed separately, if any, will increase the amount of the bid.

Any exceptions and/or variations from the specifications in this bid document must be indicated on the bid form or on a separate attachment to the bid and labeled as such. Exceptions taken and/or variations made to the specifications and listed on the vendor's bid or separate attachment may void the bid.

The request for a bid on delivered fuel does not guarantee that Calhoun County will purchase this product during the bid period. Calhoun County does not guarantee to purchase any minimum or maximum quantities. Fuel will only be ordered as needed.

Calhoun County has the right to reject, at any time, any fuel that is undesirable. Calhoun County legally accepts delivery of fuel after it is unloaded and approved by Commissioners and or an employee of other Calhoun County Departments.

Loaded weight of truck, trailer and fuel cannot exceed legal state and county weight limits on road and bridges that approach designated delivery sites. Vendor shall check with Precinct Commissioner for such limits.

All fuel ordered will be delivered to the delivery site designated and within 24 hours from time of order. In the event a contracted vendor is unable to deliver the fuel ordered within 24 hours from time of order, Calhoun County reserves the right to cancel the order and re-order the said fuel from the vendor which submitted the

next lowest bid that met bid specifications and/or requirements and can deliver within 24 hours from time of order. Calhoun County shall not incur any penalties, fees and/or other charges when cancelling an order.

Awarded vendor shall be required to notify Calhoun County in the event of unforeseen delay arising in the delivery of an order. In the event an order will not arrive at the Calhoun County delivery location at the designated time, Calhoun County shall have the right to cancel and/or refuse acceptance of the order. Calhoun County shall not be assessed any penalties, fees and/or other costs due to this cancellation and/or refusal.

If awarded vendor cannot supply a product, a written statement from the vendor indicating the reason, must be sent to the County department and Calhoun County reserves the right to spot purchase the product.

Calhoun County and/or the awarded vendor have the right to cancel the delivery of fuel at any time due to weather and/or road conditions. No penalties, fees and/or other charges will be billed to Calhoun County if the delivery of fuel is cancelled by Calhoun County and/or the awarded vendor due to weather and/or road conditions.

Calhoun County reserves the right to refuse any order delivered for not being in compliance with the specifications, general conditions and/or the "Hazardous Communications Act", commonly known as the "Texas Right to Know Act". No penalties, fees and/or other charges will be billed to Calhoun County in the event an order is refused due to non-compliance of the specifications, general conditions and/or State and Federal Regulations.

The vendor, at the vendor's cost, shall immediately remove the fuel from the Calhoun County location that are deemed unsatisfactory, and are not in compliance with the specifications, general conditions and/or do not meet State and/or Federal Regulations. No penalties, fees, and/or other charges shall be billed to Calhoun County for the removal of the fuel from the Calhoun County location.

Safety Data Sheets and Placards, if applicable, must be furnished at the time of delivery as specified by State and Federal Regulations.

Calhoun County reserves the right to conduct random sampling of pre-qualified products for testing and to perform random audits of test reports. Calhoun County representatives may sample products from the manufacturing plant, terminal, shipping container and any other source they deem necessary to insure reliability of the products. If testing will be performed through a third party, the vendor will be required to allow the third-party access to the facilities in order to acquire samples for testing. Regardless of results of any product(s) test required by Calhoun County, all costs incurred for such tests shall be paid for by the vendor.

The award of a bid will be voided if specifications, general conditions and/or instructions within this Invitation to Bid Packet are not followed. The bid would then be awarded to the vendor which submitted the next lowest bid that met specifications and all requirements of the Invitation to Bid Packet.

Invoices shall not include other charges, including freight, handling charges or special delivery charges, when invoiced unless these charges were noted on the bid form or separate attachment and awarded as such.

Invoices to Calhoun County must be billed to Calhoun County with reference to the Commissioner and Precinct or other Calhoun County Department that is being invoiced. (See Contact and Billing Information and Location of Fuel Tanks and Generator Fuel Tanks)

Invoices must list separately the Texas State Excise Tax and/or Other Fees if any Other Fees were awarded.

Invoices must not include any Federal Excise Taxes or Sales Tax (county, city or state sales tax).

Each invoice must include the delivery ticket that was signed by a Calhoun County employee at the time of delivery.

Each invoice must include a copy of the source document used to calculate the base price of the fuel purchased, with such base price highlighted or clearly marked. The successful vendor shall use the same source document throughout the term of the awarded bid (example: weekly OPIS Price Index; rack pricing from the same company, etc.).

It is understood that Calhoun County Commissioners Court reserves the right to accept or reject any and/or all bids for any/or all fuel and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem most advantageous and to be in the best interest of Calhoun County.

Calhoun County will evaluate and award bid based on lowest and best bid meeting specifications and all requirements of the Invitation to Bid Packet. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, other fees, maintenance, reliability, life cycle, warranties and customer service after a sale. Calhoun County reserves the right to accept and/or reject any/all of the options bid as it deems to be in the best interest of Calhoun County.

Although the cost of fuel to be provided is an essential part of the bid, Calhoun County is not obligated to award a bid (contract) on the sole basis of cost but will award to the vendor considered to be the best value to the County.

The bid award shall be based on, but not necessarily limited to, the following factors:

- Mark-Up per gallon
- Other Fees, if any, not included in Mark-Up per gallon
- Special needs and requirements of Calhoun County
- Delivery
- Compliance in returning and/or including all required forms
- Results of testing samples (if required by Calhoun County)
- Calhoun County's experience with products bid
- Vendor's past performance record with Calhoun County

If bids are awarded, award information will be emailed and/or mailed to all vendors that submitted a bid regardless if the vendor was awarded a bid or not. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the vendors as soon as possible. To obtain results, or if you have any questions, please contact Demi Cabrera, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4613, demi.cabrera@calhouncotx.org. As time permits, bid awards will be posted on Calhoun County's website, www.calhouncotx.org, under Bid Notices and Results, Results 2026.

Once Bids are awarded by Calhoun County Commissioners Court, the County Auditor's Office will send the awarded vendor the following: (1) Contract; (2) A request for Form 1295, Certificate of Interest Parties; and (3)

A request for the insurance requirements, Certificate of Insurance. All documents must be returned and accepted by Calhoun County Commissioners Court before the award will be complete, valid and in effect.

Calhoun County or the vendor may cancel this contract at any time for any reason, provided a written notice is given.

Should there be a change in ownership or management, the contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

Vendor understands that Calhoun County is a government entity subject to Texas State and Federal Public Information Statutes. Vendor hereby waives any obligation to the release to the public of any documents submitted in accordance with the bid.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid Packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and/or emailed to each vendor that received a bid packet.

All disputes or protests will be held in Calhoun County, Texas.

INSURANCE REQUIREMENTS

The awarded vendor must furnish, at their own expense, certificates of insurance or other acceptable evidence from a reputable insurance company or companies acceptable to Calhoun County, licensed to write insurance in the State of Texas showing the contractor and/or vendor is covered by insurance within the minimum limits of liability listed in the General Conditions that are included in this Invitation to Bid Packet.

REQUIRED INFORMATION/FORMS TO BE RETURNED WITH INVITATION TO BID

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid.

- Invitation to Bid Form (Pages 30-36)
- Method or Source Document that will be used for Mark-Up throughout the bid period (Page 37)
- Vendor and Order Information Form (Page 38)
- Affidavit (Page 39)
- Conflict of Interest Questionnaire, Form CIQ (Page 41)
- Certificate Regarding Debarment & Suspension and Other Responsibility Matters (Page 44)
- Certification Regarding Lobbying (Page 45)
- Disclosure of Lobbying Activities (Page 47)
- House Bill 89 Verification (Page 48)
- Residence Certification (Page 49)
- W-9 (Page 50)

RENEWAL

The awarded bid shall be for a period of one (1) year with an option for renewal for an additional three – one (1) year periods, if agreeable with both the successful vendor and Calhoun County.

ADDITIONAL INFORMATION

All fuel tanks and/or generator fuel tanks currently being used by Calhoun County are owned by Calhoun County.

All fuel tanks and generator fuel tanks are above ground.

Calhoun County is not currently an OPIS subscriber.

Average size of delivery for the Calhoun County Precincts:

- Precinct 1: About 1000-1500 gallons each of unleaded & diesel
- Precinct 2: About 800-900 gallons of unleaded & 900-3000 gallons diesel
- Precinct 3: About 700-800 gallons unleaded & 300-400 gallons diesel
- Precinct 4-P: About 500 gallons unleaded & 400-500 gallons diesel
- Precinct 4-S: 104 E Dallas – About 1200-1500 gallons unleaded & 900-1000 diesel;
448 Harbor Road – About 800-1000 gallons diesel

Do Calhoun County Precincts typically order both products at one time?

- Precinct 1: Yes
- Precinct 2: No (due to the extra 3,000-gallon tank for diesel)
- Precinct 3: Yes
- Precinct 4-P: Sometimes (try our best, but not always possible)
- Precinct 4-S: Sometimes (try our best, but not always possible)

How often are orders placed?

- Precinct 1: About 7 times a year depending on work being done
- Precinct 2: About every 6 weeks for unleaded and every 3rd order for diesel
(about 4 times a year)
- Precinct 3: About 10-15 times a year
- Precinct 4-P: About every 2 to 3 months for unleaded and diesel
- Precinct 4-S: 104 E Dallas – About every month for unleaded and quarterly for diesel;
448 Harbor Road – About every 2 months for diesel
- Generators: As needed depending on necessity of use of generator

All Calhoun County Precincts and other Calhoun County Departments order at a different time including 4-P (Port O'Connor) and 4-S (Seadrift).

All Calhoun County Precincts and other Calhoun County Departments handle their own fuel orders; therefore, invoices are billed to each separately. (See Contact and Billing Information and Location of Fuel Tanks and Generator Fuel Tanks)

ESTIMATED QUANTITY INFORMATION

The quantities listed below are merely estimates of annual usage – not actual order amounts. During the period of the Delivered Fuel Contract, Calhoun County will buy only the actual quantity required, and it will neither be obligated to the purchase of nor limited to the quantities listed below. Fuel will only be ordered as needed and amounts will vary by need.

Department	Tank Size (Gallons)	Type of Fuel	Estimated Yearly Quantity (Gallons)
Precinct 1 305 Henry Barber Way Port Lavaca	2,000	Gasoline, Unleaded, 87 Octane	6,000
	500	Gasoline, Unleaded, 93 Octane, Non-Ethanol	500 - 1,000
	2,600	Diesel, Low Sulfur, Clear Diesel (On Road)	8,500
Precinct 2 5812 FM 1090, Port Lavaca	1,000	Gasoline, Unleaded, 87 Octane	6,000
	1,000	Diesel, Low Sulfur, Clear Diesel (On Road)	8,500
	3,000	Diesel, Low Sulfur, Clear Diesel (On Road)	
Precinct 3 24627 State Hwy 172 Port Lavaca (Precinct 3 is in Olivia)	1,000	Gasoline, Unleaded, 87 Octane	4,000
	500	Gasoline, Unleaded, 93 Octane, Non-Ethanol	500 - 1,000
	1,000	Diesel, Low Sulfur, Clear Diesel (On Road)	8,000
Precinct 4 - Port O'Connor 93 Trevor Street (Off of Hwy 185) Port O'Connor	500	Gasoline, Unleaded, 87 Octane	4,000
	500	Diesel, Low Sulfur, Clear Diesel (On Road)	3,000
Precinct 4 - Seadrift 104 E Dallas Seadrift	3,000	Gasoline, Unleaded, 87 Octane	9,000
	500	Gasoline, Unleaded, 93 Octane, Non-Ethanol	500 - 1,000
	3,000	Diesel, Low Sulfur, Clear Diesel (On Road)	6,000
Precinct 4 - Seadrift 448 Harbor Road, Seadrift	1,000	Diesel, Low Sulfur, Clear Diesel (On Road)	4,000
** Skid Fuel Tank Within close proximity to the Calhoun County Courthouse for Fuel Delivery	** 1,000	Diesel, Low Sulfur, Clear Diesel (On Road)	NA

** Skid Fuel Tank: 1,000 gallon Skid Fuel Tank with Pump and Meter to be provided by successful vendor at no charge, if needed during hurricane season or inclement weather. The skid fuel tank should be double wall or a single wall tank and secondary containment that satisfies TCEQ requirements. (See Specifications)

All Generators are: Above Ground Fuel Tanks

Department	Tank Size (Gallons)	Type of Fuel	Estimated Yearly Quantity (Gallons)
Generator - Calhoun County Courthouse 211 S Ann St, Port Lavaca	785	Diesel for Generator, Low Sulfur, Red Diesel	0 - 785
Generator - Calhoun County Adult Detention Center (JAIL) 302 W Live Oak, Port Lavaca	706	Diesel for Generator, Low Sulfur, Red Diesel	0 - 706
Generator - EMS Central Station (Emergency Management Services) 705 Henry Barber Way Port Lavaca	250	Diesel for Generator, Low Sulfur, Red Diesel	0 - 250
Generator - EMS South Station (Emergency Management Services) 6084 State Hwy 185 E Seadrift	250	Diesel for Generator, Low Sulfur, Red Diesel	0 - 250
Generator - Memorial Medical Center (Hospital) 815 N Virginia St Port Lavaca	2,000	Diesel for Generator, Low Sulfur, Red Diesel	0 - 2,000
	3,000	Diesel for Generator, Low Sulfur, Red Diesel	0 - 3,000
Generator - Memorial Medical Clinic 1016 N Virginia St Port Lavaca	600	Diesel for Generator, Low Sulfur, Red Diesel	0 - 600

**CONTACT AND BILLING INFORMATION
AND
LOCATION OF FUEL TANKS AND GENERATOR FUEL TANKS**

Calhoun County Precinct 1

Commissioner David Hall
305 Henry Barber Way (by the County Fairgrounds)
Port Lavaca, TX 77979
Office Manager: Angela Torres
Office: 361-552-9242
Fax: 361-553-8734
Location of Fuel Tanks: 305 Henry Barber Way, Port Lavaca, TX

Calhoun County Precinct 2

Commissioner Ronald Best
5812 FM 1090 (Six Mile)
Port Lavaca, TX 77979
Office Manager: Lesa Jurek
Office: 361-552-9656
Fax: 361-553-6664
Location of Fuel Tanks: 5812 FM 1090, Port Lavaca, TX

Calhoun County Precinct 3

Commissioner Joel Behrens
24627 State Hwy 172 (Olivia)
Port Lavaca, TX 77979
Office Manager: Lynette Adame
Office: 361-893-5346
Fax: 361-893-5309
Location of Fuel Tanks: 24627 State Highway 172, Olivia TX

Calhoun County Precinct 4

Precinct 4-P (Port O'Connor)
Commissioner Gary Reese
Trevor St off of Hwy 185
Port O'Connor, TX 77982
Office Manager: April Townsend
Use same numbers as Seadrift (4-5)
Location of Fuel Tanks – Pct 4-P Barn #3: 93 Trevor Street off of Highway 185, Port O'Connor, TX

Calhoun County Precinct 4

Precinct 4-S (Seadrift)

Commissioner Gary Reese

104 E Dallas St

PO Box 177

Seadrift, TX 77983

Office Manager: April Townsend

Office: 361-785-3141

Fax: 361-785-5602

Location of Fuel Tanks – Pct 4-S Barn #1: 104 E Dallas, Seadrift TX

Location of Fuel Tanks – Pct 4-S Barn #2: 448 Harbor Road, Seadrift TX

Skid Fuel Tank:

Calhoun County

Attn: Ronald Best

5812 FM 1090 (Six Mile)

Port Lavaca, TX 77979

Office: 361-552-9656

Fax: 361-553-6664

Storage Location when not in use: Calhoun County Recycle Center, 900 Landfill Rd, Port Lavaca TX

Location for Fuel Delivery: Within close proximity to the Calhoun County Courthouse, 211 S Ann St, Port Lavaca

Calhoun County Courthouse - Generator

Calhoun County Maintenance

Attn: Everett Wood, Maintenance Supervisor

211 S Ann St

Port Lavaca, TX 77979

Contact Person: Everett Wood, Maintenance Supervisor

Office: 361-553-4499

Fax: 361-553-4497

Location of Generator: 211 S Ann St, Port Lavaca, TX

Calhoun County Adult Detention Center (Jail) - Generator

Calhoun County Maintenance

Attn: Everett Wood, Maintenance Supervisor

211 S Ann St

Port Lavaca, TX 77979

Contact Person: Everett Wood, Maintenance Supervisor

Office: 361-553-4499

Fax: 361-553-4497

Location of Generator: 302 W Live Oak, Port Lavaca, TX (Corner of Live Oak and San Antonio St)

EMS Central Station (Emergency Management Services) - Generator

Calhoun County EMS Central Station

Attn: Accounts Payable

705 Henry Barber Way

Port Lavaca, TX 77979

Office: 361-552-1140

Fax: 361-552-6552

Location of Generator: 705 Henry Barber Way, Port Lavaca, TX

EMS South Station (Emergency Management Services) - Generator

Calhoun County EMS South Station

Attn: Accounts Payable

705 Henry Barber Way

Port Lavaca, TX 77979

Office: 361-552-1140

Fax: 361-552-6552

Location of Generator: 6084 State Hwy 185 East, Seadrift, TX

Memorial Medical Center (Hospital) – Generators (2 Generators)

Memorial Medical Center

Attn: Accounts Payable

815 N Virginia St

Port Lavaca, TX 77979

Accounts Payable: Gregory Morales – Office: 361-552-0256

Order Contact: Bethann Diggs, Plant Services Dept. Asst. – Office: 361-552-0392

Location of Hospital Generators: 815 N Virginia St, Port Lavaca, TX

Memorial Medical Clinic - Generator

Memorial Medical Clinic

c/o Memorial Medical Center

Attn: Accounts Payable

815 N Virginia St

Port Lavaca, TX 77979

Accounts Payable: Gregory Morales – Office: 361-552-0256

Order Contact: Bethann Diggs, Plant Services Dept. Asst. – Office: 361-552-0392

Location of Clinic Generator: 1016 N Virginia St, Port Lavaca, TX

REQUIRED FORMS/INFORMATION

FORMS/INFORMATION REQUIRED TO BE RETURNED WHEN SUBMITTING A BID

Vendor must return the following forms/Information:

If any required form is "Not Applicable", mark "NA" and include when submitting a Bid

- Invitation to Bid Form (Pages 30-36)
- Method or Source Document used for Mark-up throughout the bid period (Page 37)
- Vendor and Order Information Form (Page 38)
- Affidavit (Page 39)
- Conflict of Interest Questionnaire Form CIQ (Page 41)
- Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 44)
- Certification Regarding Lobbying (Page 45)
- Disclosure of Lobbying Activities (Page 47)
- House Bill 89 Verification (Page 48)
- Residence Certification (Page 49)
- W-9 (Page 50)

INVITATION TO BID FORM

Annual Supply Contract for Delivered Fuel

Bid Number: 2026.04

January 1, 2026 thru December 31, 2026

With an option for renewal for an additional three - one (1) year periods, if agreeable with both the successful vendor and Calhoun County

VENDOR'S NAME AND ADDRESS:

-
-
-
- Please type or print in ink. If handwritten, must be legible.
 - White out is not acceptable.
 - This is a bid form only and does not represent an order for a purchase by Calhoun County.
 - **SEE SPECIFICATIONS FOR DELIVERED FUEL AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS**
 - Estimated quantities are not guaranteed for the year. Amounts will vary by need.
 - ALL Transportation Costs and Other Fees must be included in the mark-up per gallon or clearly stated on the bid
 - Delivery in 24 hours from receipt of order.
 - Calhoun County is Exempt from all Federal Excise Taxes and Sales Tax (county, city and state sales tax).
 - Calhoun County is Not Exempt from: Texas State Excise Tax on Gasoline and Clear Diesel
 - **ALL OTHER FEES NOT INCLUDED IN THE MARK-UP PER GALLON MUST BE LISTED AND CLEARLY STATED ON THE INVITATION TO BID FORM.**

If extra space is needed to list Other Fees, attach a separate page stating the fee and amount of the fee.

This separate page must be signed and dated by an authorized representative. Make note of this separate page under the Other Fees column.

Only Fees listed on the bid returned by the vendor and awarded as such to the successful vendor will be allowed to be included on the invoice when the awarded vendor submits the invoice for payment.

List Method or Source that will be used throughout the bid period *and* provide a copy:

**OTHER FEES NOT INCLUDED
IN THE MARK-UP PER GALLON**
If No Charge OR Not Applicable, Mark NA

Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmenta l Fee Per Delivery (See Texas Petroleum Products Delivery Fee Schedule for 5,000 Gallons or more)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
Precinct 1 Fuel Tank(s) Location: 305 Henry Barber Way Port Lavaca TX 77979	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
	Gasoline Unleaded 93 Octane Non-Ethanol Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
Precinct 2 Fuel Tank(s) Location: 5812 FM 1090 Port Lavaca TX 77979	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	

**OTHER FEES NOT INCLUDED
IN THE MARK-UP PER GALLON**
If No Charge OR Not Applicable, Mark NA

Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmenta l Fee Per Delivery (See Texas Petroleum Products Delivery Fee Schedule for 5,000 Gallons or more)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
Precinct 3 Fuel Tank(s) Location: 24627 State Hwy 172 Port Lavaca TX 77979 (Precinct 3 is in Olivia)	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
	Gasoline Unleaded 93 Octane Non-Ethanol Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
Precinct 4 (Port O'Connor) Fuel Tank(s) Location: 93 Trevor Street (Off of Hwy 185) Port O'Connor TX 77982	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	

				OTHER FEES NOT INCLUDED IN THE MARK-UP PER GALLON <i>If No Charge <u>OR</u> Not Applicable, Mark NA</i>			
Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmental Fee Per Delivery (See Texas Petroleum Products Delivery Fee Schedule for 5,000 Gallons or more)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
Precinct 4 (Seadrift) Fuel Tank(s) Location: 104 E Dallas Seadrift TX 77983	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
	Gasoline Unleaded 93 Octane Non-Ethanol Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
Precinct 4 (Seadrift) Fuel Tank(s) Location: 448 Harbor Road Seadrift TX 77983	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	

**OTHER FEES NOT INCLUDED
IN THE MARK-UP PER GALLON**
If No Charge OR Not Applicable, Mark NA

Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmenta l Fee Per Delivery (See Texas Petroleum Products Delivery Fee Schedule for 5,000 Gallons or more)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
Skid Fuel Tank Skid Location for Fuel Delivery: Within Close Proximity to the Calhoun County Courthouse 211 S Ann Street Port Lavaca TX 77979	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
Generator - Calhoun County Courthouse Generator Fuel Tank Location for Fuel Delivery: 211 S Ann Street Port Lavaca TX 77979	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
Generator - Calhoun County Adult Detention Center (JAIL) Generator Fuel Tank Location for Fuel Delivery: 302 W Live Oak Port Lavaca TX 77979	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	

**OTHER FEES NOT INCLUDED
IN THE MARK-UP PER GALLON**
If No Charge OR Not Applicable, Mark NA

Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmental Fee Per Delivery (See Texas Petroleum Products Delivery Fee Schedule for 5,000 Gallons or more)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
Generator - EMS Central Station (Emergency Management Services) Generator Fuel Tank Location for Fuel Delivery: 705 Henry Barber Way Port Lavaca TX 77979	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
Generator - EMS South Station (Emergency Management Services) Generator Fuel Tank Location for Fuel Delivery: 6084 State Hwy 185 E Seadrift TX 77983	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	
Generators - Memorial Medical Center (Hospital) Generators Fuel Tank Location for Fuel Delivery: 815 N Virginia Street Port Lavaca TX 77979	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	

				OTHER FEES NOT INCLUDED IN THE MARK-UP PER GALLON <i>If No Charge <u>OR</u> Not Applicable, Mark NA</i>			
Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmental Fee Per Delivery (See Texas Petroleum Products Delivery Fee Schedule for 5,000 Gallons or more)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
Generator - Memorial Medical Clinic Generator Fuel Tank Location for Fuel Delivery: 1016 N Virginia Street Port Lavaca TX 77979	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons the Fee is \$ _____ 2,500 Gallons but Less than 5,000 Gallons the Fee is \$ _____	

The undersigned affirms that they are duly authorized to execute this bid and that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other vendor, that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by their employees or agents to any official, employee or agent of Calhoun County or any other person engaged in this type of business prior to the official opening of this bid.

The undersigned affirms that they have not given, offered to give, nor intends to give at any time hereafter and economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee, or agent of Calhoun County in connection with this bid.

The undersigned affirms that they have read the entire invitation to Bid Packet and fully understands and has followed all requirements.

FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID

Date: _____

Authorized Signature & Title: _____

Printed Name & Title of Authorized Signature: _____

Phone Number: _____ Email: _____

Remarks: _____

**METHOD OR SOURCE DOCUMENT
(FOR MARK-UP PER GALLON)**

- Return a copy of the Method or Source Document that will be used for the Mark-up per Gallon throughout the bid period

Intentionally Left Blank

VENDOR AND ORDER INFORMATION

Please Type.

If handwritten, must be in ink and legible

Vendor's Name: _____

Address: _____

Remittance Address: _____

Telephone: _____

Fax: _____

Email: _____

Signature of Authorized Representative: _____

Printed name of Authorized Rep: _____

ORDER – CONTACT INFORMATION

Order Contact Name & Title: _____

Order Contact Telephone: _____

Order Contact Fax: _____

Order Contact Email: _____

INVOICES – CONTACT INFORMATION

For Invoice Inquiries:

Contact Name & Title: _____

Contact Telephone: _____

Contact Fax: _____

Contact Email: _____

STATE OF TEXAS

}

AFFIDAVIT

COUNTY OF _____ {}

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Signature of Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)

as defined in Government Code §2252.001 and our principal place of business is

(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____ by,
and between the County of Calhoun (hereinafter called "County") and
_____ (hereinafter called "Contractor/Hauler").

WITNESSETH:

WHEREAS, the Contractor/Hauler did on October 30, 2025, submit a BID for **DELIVERED FUEL, Bid Number 2026.04** to be used by County Precincts, Calhoun County Departments, and the Calhoun County Hospital and Clinic (Memorial Medical Center & Memorial Medical Clinic), in Calhoun County, Texas. This agreement has the option to renew for an additional three – one (1) year periods, if agreeable with both the successful vendor and Calhoun County Commissioners Court.

NOW, THEREFORE, in consideration of the following mutual agreement and covenant, it is understood and agreed by and between the parties hereto as follows:

- a) The Contractor/Hauler is hereby granted the sole and exclusive right and privilege within the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to perform all of the work and to deliver the Fuel as described in the Contract Documents.
- b) The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth verbatim in this Contract:
 - i. Invitation to Bid, Instructions and Term of Contract;
 - ii. General Conditions;
 - iii. Bid Specifications and Conditions;
 - iv. Bid Form;
 - v. This instrument; and
 - vi. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____
INITIALS OF COUNTY (IN INK): _____ DATE: _____

- c) All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor/Hauler, and no amendment to this Contract shall be made except upon the written consent of the parties and approved by Calhoun County Commissioners Court. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
- d) This contract is entered into subject to the following conditions:
- 1) The Contractor/Hauler shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - 2) The Contractor/Hauler shall not be liable for the failure to wholly perform his duties if such failure is caused by force majeure. "Force Majeure" means a delay encountered by the Contractor/Hauler in the performance of its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor/Hauler. Without limiting the generality of the foregoing, "Force Majeure" shall include, but not 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. Any event constituting a Force Majeure must be reported by the Contractor/Hauler to the County in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
 - 3) The Contractor/Hauler, when required, must deliver all fuel ordered by County Precincts, Calhoun County Departments, or Calhoun County Hospital and Clinic, within twenty-four (24) hours from the time of the order or the date and time specified by the County. In the event the Contractor/Hauler is unable to deliver the material(s) ordered within twenty-four (24) hours from the time of the order or the date and time specified by the County, the County reserves the right to cancel the order and re-order the said material(s) from the vendor(s) which submitted the next lowest bid and can deliver within twenty-four (24) hours or the date and time specified by the County.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____
INITIALS OF COUNTY (IN INK): _____ DATE: _____

- 4) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, THE COUNTY AND CONTRACTOR/HAULER, have caused this Contract to be executed by their authorized agents in one original. Additional copies of the original executed Contract will be distributed to all appropriate parties.

The effective date of this Contract will begin on January 1, 2026 and end on December 31, 2026.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 S Ann Street
3rd Floor, Suite 301
Port Lavaca TX 77979

By: _____

Print Name: _____

Title: _____

CONTRACTOR/HAULER:

By: _____

Print Name: _____

Title: _____

Address: _____

14

14. Consider and take necessary action to accept proposal from Odefey, Witte, Wall, Villafranca, LLP to complete easement paperwork for the drainage improvements along the Heron Slough. The work will not exceed \$50,000 and will be covered under the County's General Land Office CDBG-MIT grant funds. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese



Gary D. Reese

County Commissioner
County of Calhoun
Precinct 4



September 22, 2025

Honorable Vern Lyssy
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Lyssy:

Please place the following item on the Commissioners' Court Agenda for October 1, 2025.

- Consider and take necessary action to accept proposal from Odefey, Witte, Wall, Villafrance, LLP to complete easement paperwork for the drainage improvements along the Heron Slough. The work will not exceed \$50,000 and will be covered under the County's General Land Office CDBG-MIT grant funds.

Sincerely,

A handwritten signature in black ink, appearing to read "GDR", with a stylized flourish extending to the right.

Gary D. Reese

GDR/at

ODEFEY, WITTE, WALL & VILLAFRANCA, LLP

Attorneys At Law

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2206 Highway 35 North
P.O. Box 9
Port Lavaca, TX 77979

361.552.2971 • 361.552.5368 FAX
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Anne Marie Odefey, Partner
Sandra Witte, Partner
*Board Certified Property Owners Association Law
Texas Board of Legal Specialization*
Dennis Arriaga, Associate

Carly W. Wall, Partner
*Board Certified Family Law
Texas Board of Legal Specialization*
John T. Villafranca, Partner

July 28, 2025

VIA EMAIL ONLY: katy@ksbr-llc.com

Katy Sellers
KSBR, LLC
430 Church St.
Sulphur Springs, TX 75482

Re: Estimate of Fees for Real Estate Legal Services

Dear Katy,

This letter serves as an estimate for the services you have requested from us. We appreciate the opportunity to provide you with our professional services and are committed to delivering the highest quality of work. Based on our recent discussions, I have outlined below an estimate of anticipated legal fees and costs associated with the services we expect to provide. Please note that this is a general estimate and actual costs may vary depending on the complexity of the matter and time involved. While negotiation costs can be difficult to predict, we can set an initial cap for negotiations per parcel. Below I have estimated two hours of attorney time, and half an hour of paralegal time. Before exceeding this amount, we can obtain written approval from you or Commissioner Reese to continue negotiations.

Estimate Breakdown

This Estimate Breakdown is provided to you pursuant to our recent discussions regarding the real estate services we will be providing. Below is a detailed breakdown of the estimated costs associated with the work to be undertaken on behalf of Calhoun County:

1. Title Research and Review

Examination of title documents and deeds to verify ownership to the fee estate. This estimates 15 minutes of attorney time and 15 minutes of paralegal time per tract. Note if a title problem is encountered, this amount could be higher.

Estimated Fee: \$120.00 per parcel of land.

2. Preparation and Delivery of Notice Letters

Drafting, reviewing, and sending any required notice letters to property owners,

lienholders, or other interested parties. This estimates 45 minutes of attorney time and 30 minutes of paralegal time per property owner.

Estimated Fee: \$325.00 per property owner.

3. Negotiation and Client Communications

Time spent negotiating with the property owners and any opposing counsel and communicating with you regarding developments. This estimates 2 hours of attorney time and ½ hour of paralegal time per property owner. At this time I have no knowledge of what I expect to be a reasonable estimate for this item. In my experience I could see many tracts being resolved by one phone call, but I could see others far exceeding 2 hours. I have used this as a general estimate for you to calculate expenses.

Estimated Fee: \$760.00 per property owner.

4. Document Preparation

Drafting the final easement and correspondence to finalize the matter. This estimates 1 hour of attorney time and 1 hour of paralegal time per property owner.

Estimated Fee: \$475.00 per property owner.

5. Recording and Filing Fees

Fees charged by government entities for recording the transaction in the public record. This estimate is based on a four page easement. If longer than four pages, it will be an additional \$4.00 per page.

Estimated Fee: \$37.00 per easement

6. Estate Work

Research in locating and finding potential heirs and preparation of heirship affidavits to clear title if necessary. There is no true estimate to be given here, but I wanted to point out that this could be an expense if we encounter an owner that is deceased, and their estate has not been probated.

Hourly Rates and Billing Terms

My hourly rate for legal services is \$350.00, and paralegal work is billed at \$125.00 per hour. You will receive monthly invoices reflecting time spent and costs incurred. A retainer will not be required.

Page 3
July 28, 2025

This letter serves to provide you with an estimate of the total cost for the services requested. Please note that this estimate is based on the information currently available and the specific requirements you have outlined. This estimate includes all anticipated expenses, labor, and materials necessary to fulfill the services as described.

This estimate is not a fixed quote or a guaranteed maximum price. Actual costs may vary based on factors including, but not limited to: (1) changes in scope of work, (2) unforeseen title or property issues, (3) extended negotiations, or (4) additional required legal proceedings. We will notify you in writing if we anticipate exceeding any individual line item estimate. Should there be any significant changes to the estimated cost, we will notify you promptly and discuss the implications.

We appreciate the opportunity to provide you with this estimate and look forward to potentially working together. If you have any questions or require further clarification regarding this estimate, please do not hesitate to contact us.

Please feel free to reach out if you have any questions about the estimate or the scope of work. I look forward to working with you on this project.

Yours truly,

ODEFEY, WITTE, WALL & VILLAFRANCA, LLP

A handwritten signature in dark ink, appearing to read 'Sandra Witte', is written over a horizontal line.

Sandra Witte

SW/lp

Estimated 29 parcels	Price per parcel	Parcels	Total Estimate
Title Research	\$ 120.00	29	\$ 3,480.00
Delivery of Notice Letters	\$ 325.00	29	\$ 9,425.00
Negotiation (estimated 2.5 h	\$ 760.00	29	\$ 22,040.00
Final Easement	\$ 475.00	29	\$ 13,775.00
Recording/Filing	\$ 37.00	29	\$ 1,073.00
			\$ 49,793.00
Ad hoc hourly rate	\$ 350.00	40	\$ 14,000.00
paralegal	\$ 125.00	40	\$ 5,000.00

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15. Consider and take necessary action to approve Change Order No. 3 for Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract No. 22-085-014-D245 for Calhoun County, Texas and Authorize Commissioner Reese to Sign. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: Calhoun County GLO Contract Number: 22-085-014-D245 Date: 09/15/2025

Engineer Name Address & Phone	Subrecipient Name, Address, & Phone Number:	Contractor Name, Address & Phone Number:
G&W Engineers 205 W Live Oak, Port Lavaca, TX 77979 361-552-4509	Calhoun County 211 S Ann St, Port Lavaca, Texas 77979 361-781-2929	Lester Contracting Inc. 3677 SH 35, Port Lavaca, TX 77979 361-552-3024

Project #: 22-085-014-D245 Bid Package #: Change Order #: 3

Contract Origination Date: 6/5/2024 Project Description: Seadrift Drainage Improvements

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
C031	Remove and Replace Exposed Waterline at 3rd Street Bridge - 1LS @ \$41,400/LS		\$ 41,400.00
C032	Relocate Waterline at 4th Street Bridge - 1LS @ \$12,700 /LS		\$ 12,700.00
0465 6559	INL(CMP)(PAZD_CZ) - increase by 1EA @ \$10,000/EA		\$ 10,000.00
4122 6004	THERMO PIPE(18")(HDPE) - increase 40 LF @ \$120.00/LF		\$ 4,800.00

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	\$ 6,096,538.50
Cumulative Previous:	\$ 144,230.00
Change Order(s) Total:	
Contract Price Prior to this:	\$ 6,240,768.50
Change Order:	
Net Increase/Decrease of:	\$ 68,900.00
this Change Order:	

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	650
Net Change from Previous Change Order(s) in Days:	38
Contract Time Prior to this Change Order in Days:	688
Net Increase/Decrease of this Change Order in Days:	22



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	\$ 6,309,668.50	Contract Time with All Approved Change Orders in Days:	710
Cumulative Percent Change in Contract Price (+/-)	+3.5%	Subrecipient Contract End Date:	
Construction Contract Start Date:	9/9/2024	Construction Contract End Date:	8/20/2026

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

*This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements

Subrecipient Signature	Engineer Signature	Contractor Signature
Gary Reese	Marla Jasek - Proj. Eng.	Ken Lester Jr. - President
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? Increase Decrease No Change

If there is a change, how many beneficiaries will be affected?

Total N/A LMI N/A

2. Effect of this change on the scope of work? Increase Decrease No Change

3. Effect on operation and maintenance costs? Increase Decrease No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? Yes No

If "no", explain:

A new price has been established since there was no work of equivalent nature within the contract.

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? Yes No

If "yes", is an environmental assessment required?

6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)? Yes No

7. Is the CCN permit still valid? (sewer projects only) NA Yes No

8. Are the disability access requirements/approval still valid (if applicable)? NA Yes No

9. Are other Disaster Recovery contractual special condition clearances still valid? NA Yes No

If "no", explain:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

September 24, 2025

Mr. Gary Reese, Commissioner Precinct #4
Calhoun County
211 S. Ann St
Port Lavaca TX 77979

RE: GLO Contract No. 22-085-014-D245 Change Order No. 3

Dear Commissioner Reese,

Some unexpected site conditions have been found on the Seadrift drainage project which have necessitated a change order. Below is an explanation of the additional work being addressed in Change Order No. 3.

Issue—3rd Street Bridge and waterline

There is an existing, exposed 6" city waterline immediately upstream of the new 3rd Street bridge being constructed in this project. The pipe did not conflict with the new bridge placement and the portion that was exposed above ground was in an acceptable condition when the grant application was submitted and when the initial project survey was conducted. Based on that information, the existing waterline was not designed to be relocated or replaced within the original contract. However, during construction, specifically excavation for the new bridge, the poor condition of the waterline was realized. The existing pipe is rusted and the section exposed during construction has significant deterioration and required a clamp for repair during excavation. In addition, the exposed waterline across the slough does not have a casing to protect it from external damage. When the existing waterline is damaged or breaks, it could compromise the structural integrity of the new bridge.

Additional work will include installation of valves on each side of the new bridge to reduce/turn off flow during replacing the waterline. Replacement with a new PVC line will include a portion of the existing, buried water lines on each side of the bridge beyond the bridge abutments and the exposed portion of the waterline across the slough to protect the structure integrity of the new bridge. The exposed section of the waterline will be encased in a steel pipe to protect the waterline from external damage. A detail is shown on the attached Sheet A. A new item (paid as a lump sum) is being added to the contract to remove and replace the existing waterline in accordance with utility standards.

New Item of Work

CO31 Remove and Replace Waterline at 3rd Street Bridge 1 LS @ 41,400.00/LS

The proposed work is considered incidental and necessary to construction of the new bridge and falls within the work area for the bridge that has been cleared environmentally. Twelve (12) working days are being added for this work.

Issue—3rd Street Bridge and Washington Ave Intersection

The new guardrail for the northbound departure from the 3rd Street bridge goes all the way to the intersection of Washington Ave as shown on Sheet A. The intersection needs to be shifted a little bit to the north to allow better turning movements from the intersection and to the newly constructed driveway across from the intersection.

Additional work will include installation of a new junction box with an area grate and culvert extensions to accommodate the intersection adjustment within the right-of-way. There is already an existing item in the contract to reconstruct Washington Avenue. Existing items in the contract will be used to compensate the contractor for additional drainage items.

Existing Items of Work

0465 6559 INL(CMP)(PAZD-CZ)

1 EA @ \$10,000.00/EA

4122 6004 THERMO PIPE(18")(HDPE)

40 LF @ \$120.00/LF

The proposed work is considered incidental and falls within the work area for the bridge approach work that has been cleared environmentally. Five (5) working days are being added for this work.

Issue—4th Street Bridge and waterline

During construction, a 2" city waterline was cut during excavation for the new 3rd Street bridge. The waterline was in direct conflict with the new abutments for the bridge. The 2" waterline was buried (not visible or exposed) and not shown on any of the city utility maps so the plans did not include any provisions to relocate the waterline. The city was able to cap each end of the existing waterline to allow construction to continue. The waterline needs to be relocated adjacent to the bridge and reconnected to allow adequate pressure for the neighborhood.

Additional work will include replacement with a new PVC line buried on each side of the bridge beyond the bridge abutments and an exposed portion of the waterline attached to the bridge across the slough. The exposed section of the waterline will be encased in a steel pipe to protect the waterline from external damage. A detail is shown on the attached Sheet A. A new item (paid as a lump sum) is being added to the contract to replace the existing waterline in accordance with utility standards.

New Item of WorkCO32 Relocate Waterline at 4th Street Bridge

1 LS @ \$12,700.00/LS

The proposed work is considered incidental and necessary to construction of the new bridge and falls within the work area for the bridge that has been cleared environmentally. Five (5) working days are being added for this work.

TOTAL ADDITIONAL COST Change Order Number 3 = \$68,900.00 with twenty-two (22) additional working days.

Respectfully Submitted,

Marla Jasek, P.E. CAm

Marla Jasek, P.E.

Project Engineer

File: job # 5310.013a

cc: Katy Sellers, KSBR
Veronica Pauda, KSBR

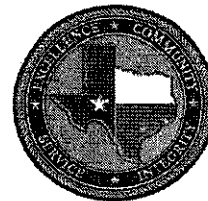
Track Final Quantities								
Bid Item #	TxDOT Bid Code	Description	UOM	Bid Quantity	CO 1	CO 2	CO 3	Revised Final Quantity
1	0104 6017	REMOVING CONC (DRIVEWAYS)	SY	44				44
2	0110 6001	EXCAVATION (ROADWAY)	CY	657				657
3	0110 6002	EXCAVATION (CHANNEL)	CY	242				242
4	0132 6005	EMBANKMENT (FINAL){(ORD COMP)}(TY C)	CY	116				116
5	0132 6999	EMBANK (CHANNEL){(FINAL){(OC)}(TY C)	CY	539				539
6	0162 6002	BLOCK SODDING	SY	1269				1269
7	0164 6005	BROADCAST SEED {PERM}{(URBAN)}(SANDY)	SY	9905				9905
8	0247 6057	FL BS (CMP IN PLC){(TYE GR1-2)}(FNAL POS)	CY	291				291
9	0260 6012	LIME (HYD, COM OR QK(SLURRY) OR QK(DRY)	TON	16				16
10	0260 6079	LIME TRT (SUBGRADE){6"}	SY	1365				1365
11	0310 6027	PRIME COAT (MC-30 OR AE-P)	GAL	335				335
12	0316 6001	ASPH (MULTI OPTION)	GAL	447				447
13	0316 6246	AGGR (TY-PB GR-3 SAC-B)	CY	13				13
14	0400 6005	CEM STABIL BKFL	CY	1959				1959
15	0400 6008	CUT & RESTOR ASPH PAVING	SY	2206				2206
16	0409 6002	PRESTR CONC PIL(18 IN SQ){(HPC)	LF	576				576
17	0420 6014	CL C CONC(ABUT){(HPC)	CY	39.2				39
18	0422 6008	REINF CONC SLAB (SLAB BEAM){(HPC)	SF	2080				2080
19	0425 6010	PRESTR CONC SLAB BEAM (5SB12)	LF	395				395
20	0432 6003	RIPRAP (CONC){(6IN)}	CY	15	22			37
21	0432 6033	RIPRAP (STONE PROTECTION){(18IN)}	CY	219	-28			191
22	0450 6018	RAIL (TY T631)	LF	208				208
23	0460 6002	CMP (GAL STL 18 IN)	LF	15				15
24	0462 6005	CONC BOX CULV (4FTX4FT)	LF	52				52
25	0462 6007	CONC BOX CULV (5FTX3FT)	LF	166				166
26	0462 6008	CONC BOX CULV (5FTX4FT)	LF	1058				1058
27	0462 6009	CONC BOX CULV (5FTX5FT)	LF	396				396
28	0462 6015	CONC BOX CULV (7 FT X 4 FT)	LF	204				204
29	0462 6021	CONC BOX CULV (8FTX6FT)	LF	42				42
30	0462 6022	CONC BOX CULV (8FTX7FT)	LF	34				34
31	0464 6005	RC PIPE (CL III){(24 IN)}	LF	12				12
32	0465 6074	INLET (COMPL){(PSL){(RC)}(5FTX5FT)	EA	4				4
33	0465 6076	INLET (COMPL){(PSL){(RC)}(6FTX6FT)	EA	8				8
34	0465 6559	INL(CMP)(PAZD-CZ)(FG)(4FTX4FT-3FTX3FT)	EA	9			1	10
35	0466 6101	HEADWALL (CH - PW - 0) (DIA= 36 IN)	EA	1				1
36	0466 6182	WINGWALL (PW - 1) (HW=7 FT)	EA	2				2
37	0466 6183	WINGWALL (PW - 1) (HW=8 FT)	EA	2				2
38	0466 6208	WINGWALL (SW-0) (HW=5 FT)	EA	14				14
39	0466 6216	WINGWALL (PW) (HW=5 FT) (MOD)	EA	1				1
40	0467 9001	SET (TY II) (18 IN) (HDPE) (3: 1) (P)	EA	24				24
41	0467 9002	SET (TY II) (30 IN) (HDPE) (3: 1) (P)	EA	6				6

42	0496 6041	REMOV STR (LARGE)	EA	4				4
43	0496 6042	REMOV STR (SMALL)	EA	13		1		14
44	0496 6050	REMOV STR (DRIVEWAY CULVERT)	EA	20				20
45	0500 6001	MOBILIZATION	LS	1				1
46	0502 6999	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1				1
47	0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	763				763
48	0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	763				763
49	0506 6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	2250				2250
50	0506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	2250				2250
51	0530 6003	INTERSECTIONS (SURF TREAT)	SY	172				172
52	0530 6004	DRIVEWAYS (CONC)	SY	114				114
53	0530 6006	DRIVEWAYS (SURF TREAT)	SY	102				102
54	0530 6016	DRIVEWAYS (BASE)	SY	323				323
55	0540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	92				92
56	0540 6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	4				4
57	0544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	4				4
58	0644 6001	IN SM RD SN SUP&AMTY108WG(1)(SA)(P)	EA	15				15
59	0644 6076	REMOVE SM RD SN SUP&AM	EA	15				15
60	0658 6073	INSTL OM ASSM (OM-2Y)(WC)GND(BI)	EA	8				8
61	0752 6004	TREE TRIMMING / BRUSH REMOVAL(CHANNELS)	AC	1.11				1
62	0752 9999	TREE AND BRUSH REMOVAL (CHANNEL)	AC	1.13				1
63	0760 6001	DITCH CLEANING AND RESHAPING (FOOT)	LF	5484				5484
64	0999 6001	ENGINEERED TURF (HYDROTURFZ OR EQUIV)	SF	40675	-160			40515
65	0999 6002	MODIFY SEAWALL PANEL FOR OUTFALL	EA	4				4
66	3076 6043	D-GR HMA TY-D PG70-22 (LEVEL-UP)	TON	192				192
67	4122 6004	THERMO PIPE(18")(HDPE)(TY S)(CSB)	LF	644		20	40	704
68	4122 6005	THERMO PIPE(24")(HDPE)(TY S)(CSB)	LF	316				316
69	4122 6006	THERMO PIPE(36")(HDPE)(TY S)(CSB)	LF	49				49
70	4122 6021	THERMO PIPE(30")(HDPE)(TY S)(CSB)	LF	569				569
71	5048 6002	FLOATING TURBIDITY BARRIER(FUR & INST)	LF	90				90
72	5048 6003	FLOATING TURBIDITY BARRIER (REMOVE)	LF	90				90
73	7218 6013	PIPE ENCASEMENT (12" STL)	LF	32				32
CO11		Adjust Sewer Line	LS	0	1			1
CO12		Shift Heron Slough centerline 7 ft	LS	0	1			1
CO13		Channel Preparation--Non-woven filter fabric	SF	0	10490			10490
CO14		Channel Preparation--#57 Stone (CIP)	CY	0	60			60
CO15		Hydroturf Relief Valve	EA	0	11			11
CO21		Connect Exist 24" HDPE and 18"HDPE	LS	0		1		1
CO22		Reloc Culvert and Constr Drwy	LS	0		1		1
CO23		THERMO PIPE(18")(HDPE)(TY S)(CSB)	LF	0		100		100
CO31		Remove and Replace Exposed Waterline at 3rd Street Bridge	LS	0			1	0
CO32		Relocate Waterline at 4th Street Bridge	LS	0			1	0



Vern L. Lyssy

Calhoun County Judge



211 S. Ann Street, Suite 301 ~ Port Lavaca, Texas 77979
Phone (361) 553-4600 ~ Email:vern.lyssy@calhouncotx.org

Date: September 10, 2025

To: Environmental Review Record (ERR)
From: Gilbert Martinez, Senior Manager (MPACT)
CC: Calhoun County; KSBR

Subject: Environmental Re-evaluation of Environmental Review for the Calhoun County Flood & Drainage/Slough Drainage Improvements Project (HUD ID# B-18-DP-48-0002 / GLO ID# 22-085-014-D245) to Support Change Order #3

On May 4, 2024, the Texas General Land Office (GLO) issued an Authority to Use Grant Funds to Calhoun County, in compliance with HUD Part 58 Environmental Regulations, to support the subject project. Recently, during construction, unexpected site conditions were identified on the Seadrift Drainage Project which have prompted a third Change Order request to GLO, and this re-evaluation based on HUD 24 CFR Part 58.47. The unexpected site condition issues include:

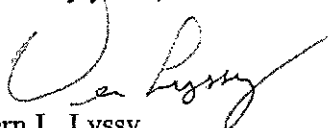
1. Issue: 3rd Street Bridge and Waterline – During excavation for the new bridge, it was identified that the waterline was in poor condition due to deterioration and lacked proper casing to protect it from external damage, which would compromise the structural integrity of the 3rd Street bridge. Recommendation: Additional proposed work will include the installation of valves on each side of the new bridge to reduce/turn off flow during replacement of the waterline; replacement with a new PVC line to include a portion of the existing, buried water lines on each side of the bridge beyond the bridge abutments, and the exposed portion of the waterline across the slough to protect the structural integrity of the new bridge. The exposed section of the waterline will be encased in a steel pipe to protect the waterline from external damage.
2. Issue: 3rd Street Bridge and Washington Avenue Intersection – The new guardrail for the northbound departure from the 3rd street bridge intersection needs to be shifted slightly to the north to allow better turning movements from the intersection and to the newly constructed driveway across from the intersection. Recommendation: Additional work will include the installation of a new junction box with an area grate and culvert extensions to accommodate the intersection adjustment within the right-of-way.
3. Issue: 4th Street Bridge and Waterline – During construction, a 2" city waterline was cut during excavation for the new 3rd Street bridge. The waterline was in direct conflict with the new abutments for the bridge. The 2" waterline was buried (not visible or exposed) and not shown on any of the city utility maps so the original plans did not include any provisions to relocate the waterline. The city was able to cap each end of

the existing waterline to allow construction to continue; however, the waterline needs to be relocated adjacent to the bridge and reconnected to allow adequate pressure for the neighborhood. Recommendation: Additional work will include replacement with a new PVC line buried on each side of the bridge beyond the bridge abutments and an exposed portion of the waterline attached to the bridge across the slough. The exposed section of the waterline will be encased in a steel pipe to protect the waterline from external damage.

Since the proposed corrective construction activities recommended are directly associated and within the environmentally cleared area of potential effect (APE), it has been determined that the original Finding of No Significant Impact (FONSI) is still valid for the Environmental Assessment (24 CFR Part 58.36) level of environmental review and, additionally, the project remains in compliance with all relevant environmental laws and authorities; therefore, a new environmental review is not required.

Should any additional information be needed regarding this re-evaluation, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Vern Lyssy", with a stylized flourish at the end.

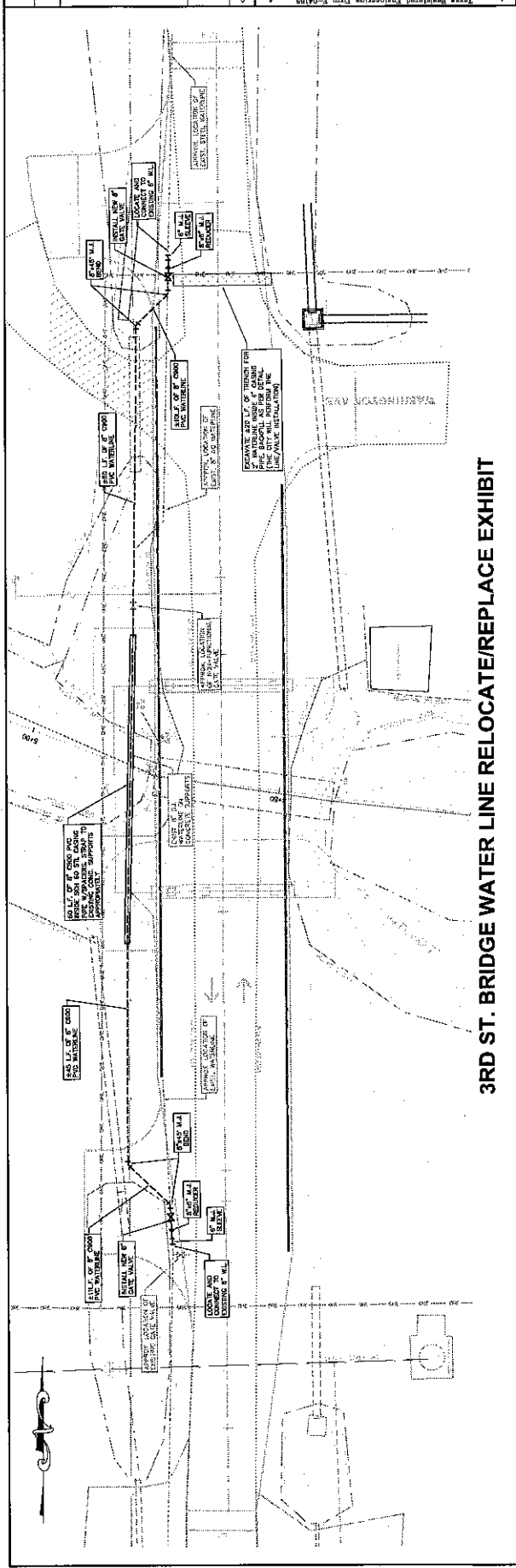
Vern L. Lyssy
Calhoun County Judge

PROJECT NO.	5310.013A
SCALE: AS SHOWN	
DRAWN BY: SPJ	
CHECKED BY: DUG	
DATE: 08/22/23	
SHEET NO. A	

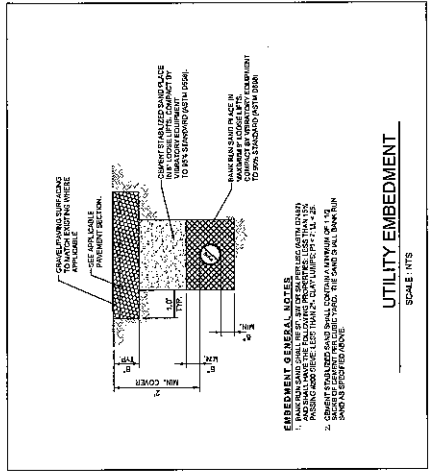
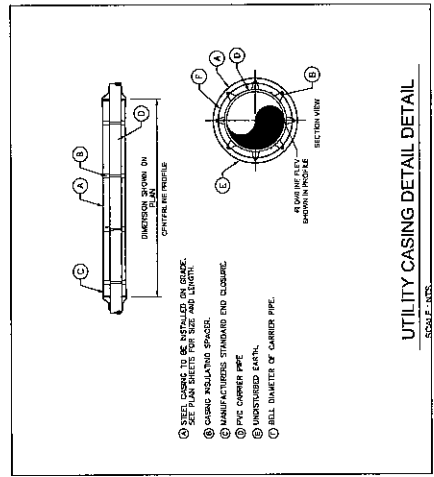
DRAINAGE IMPROVEMENTS PROJECT
GLO-CDBG-MIT NO. 22-085-014-0245
CALHOUN COUNTY, TEXAS
3RD & 4TH ST BRIDGE WATER LINE

ENGINEERING	G & W
SURVEYING	
CONSULTING	
PLANNING	

1801 7th St., Suite 200 Bay City Texas 77444 (979) 522-7100
 805 N. Live Oak St. Port Lavaca, Texas 77979 (661) 652-4508
 TEXAS REGISTERED ENGINEERING FIRM F-04189



3RD ST. BRIDGE WATER LINE RELOCATE/REPLACE EXHIBIT



— 11 —



11574

16

16. Consider and take necessary action to approve a proclamation declaring October 5-11, 2025 as National 4-H Week in Calhoun County. (VLL)

Emilee DeForest read the resolution. Clay Brumfield, Bryce Sandy and Dalton Garner introduced themselves.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese



Beyond Ready

2025 National 4-H Week Proclamation

WHEREAS, The Commissioners' Court of Calhoun County is proud to honor the Texas 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 116 years of providing experience-based education to youth throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for all youth through their head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, The program's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to eighteen, come from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its' more than 30,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans through its innovative and inspiring programs, and continues to build character and instill the values that have made our state strong. Now, therefore, be it

RESOLVED, The Commissioners' Court of Calhoun County, Texas, hereby designate October 5-11, 2025, as National 4-H Week in Texas, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

County Judge

Commissioner Precinct 1

Commissioner Precinct 3

Commissioner Precinct 2

Commissioner Precinct 4

10-01-2025

Date

17

17. Consider and take necessary action to remove the following vehicles from the Sheriffs Office fleet.

- a) 2012 DODGE PK VIN# 1 C6RD7PTXCS 180026
- b) 2019 CHEV SIL VIN#IGCUYEED5KZ152132
- c) 2019 CHEV SIL VIN#IGCUYEEDXKZ155480

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

**CALHOUN COUNTY, TEXAS
COUNTY SHERIFF'S OFFICE**

**211 SOUTH ANN STREET
PORT LAVACA, TEXAS 77979**

**PHONE NUMBER (361) 553-4646
FAX NUMBER (361) 553-4668**

MEMO TO: VERN LYSSY, COUNTY JUDGE

SUBJECT: REMOVE VEHICLES FROM INVENTORY

DATE: SEPTEMBER 23, 2025

Please place the following item(s) on the Commissioner's Court agenda for the date(s) indicated:

AGENDA FOR OCTOBER 1, 2025

* Consider and take necessary action to remove the following vehicles from the Sheriff's Office fleet.

2012 DODGE PK VIN#1C6RD7PTXCS180026

2019 CHEV SIL VIN#1GCUYEED5KZ152132

2019 CHEV SIL VIN#1GCUYEEDXKZ155480

The units will be going to auction.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bobbie Vickery", written in a cursive style.

Bobbie Vickery
Calhoun County Sheriff

18

18. Consider and take necessary action on 2025 budget adjustments. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

CALHOUN COUNTY, TEXAS
Unposted Budget Transactions
BUD1685 - 2025 BUDGET-ADJUSTMENTS-REGULAR-CCRT-2025.10.01

Effective Date	Document Number	Fund Code	Fund Title	Dept Code	Dept Title	GL Code	GL Title	Increase	Decrease	Transaction Description
10/1/2025	7203	1000	GENERAL FUND	150	MUSEUM	53020	GENERAL OFFICE SUPPLIES	500.00		LINE ITEM TRANSFER TO COVER EXPENSE
10/1/2025	7203	1000	GENERAL FUND	150	MUSEUM	63920	MISCELLANEOUS	800.00		LINE ITEM TRANSFER TO COVER EXPENSE
10/1/2025	7203	1000	GENERAL FUND	150	MUSEUM	66322	TRAINING-REGIST... FEES		1,300.00	LINE ITEM TRANSFER TO COVER EXPENSE
				Total	MUSEUM			1,300.00	1,300.00	
10/1/2025	7204	1000	GENERAL FUND	340	AMBULANCE OPERATIONS-SE...	53980	SUPPLIES/OPERAT... EXPENSES		800.00	LINE ITEM ADJUSTMENT
10/1/2025	7204	1000	GENERAL FUND	340	AMBULANCE OPERATIONS-SE...	65740	SERVICES	800.00		LINE ITEM ADJUSTMENT
				Total	AMBULANCE OPERATIONS-SE...			800.00	800.00	
10/1/2025	7205	1000	GENERAL FUND	540	ROAD AND BRIDGE-PRECIN... #1	51613	OVERTIME BASE PAY	6.00		LINE ITEM ADJUSTMENT TO PAY EXPENSES
10/1/2025	7205	1000	GENERAL FUND	540	ROAD AND BRIDGE-PRECIN... #1	51616	OVERTIME PREMIUM PAY	3.00		LINE ITEM ADJUSTMENT TO PAY EXPENSES
10/1/2025	7205	1000	GENERAL FUND	540	ROAD AND BRIDGE-PRECIN... #1	70750	CAPITAL OUTLAY		5,509.00	LINE ITEM ADJUSTMENT TO PAY EXPENSES
10/1/2025	7205	1000	GENERAL FUND	540	ROAD AND BRIDGE-PRECIN... #1	72400	EQUIPMENT-PARKS	500.00		LINE ITEM ADJUSTMENT TO PAY EXPENSES
10/1/2025	7205	1000	GENERAL FUND	540	ROAD AND BRIDGE-PRECIN... #1	73400	MACHINERY AND EQUIPMENT	5,000.00		LINE ITEM ADJUSTMENT TO PAY EXPENSES

CALHOUN COUNTY, TEXAS
Unposted Budget Transactions
BUD1685 - 2025 BUDGET-ADJUSTMENTS-REGULAR-CCRT-2025.10.01

Effective Date	Document Number	Fund Code	Fund Title	Dept Code	Dept Title	GL Code	GL Title	Increase	Decrease	Transaction Description
				Total 540	ROAD AND BRIDGE-PRECIN... #1			5,509.00	5,509.00	
10/1/2025	7206	1000	GENERAL FUND	550	ROAD AND BRIDGE-PRECIN... #2	53210	MACHINERY PARTS/SUPPLIES	5,000.00		LINE ITEM ADJUSTMENT
10/1/2025	7206	1000	GENERAL FUND	550	ROAD AND BRIDGE-PRECIN... #2	53510	ROAD & BRIDGE SUPPLIES		5,000.00	LINE ITEM ADJUSTMENT
				Total 550	ROAD AND BRIDGE-PRECIN... #2			5,000.00	5,000.00	
10/1/2025	7207	1000	GENERAL FUND	470	JUSTICE OF PEACE-PRECINCT #3	63920	MISCELLANEOUS	1,500.00		MOVE TO JP3 TO HELP COVER A/C UNIT
				Total 470	JUSTICE OF PEACE-PRECINCT #3			1,500.00	0.00	
10/1/2025	7207	1000	GENERAL FUND	560	ROAD AND BRIDGE-PRECIN... #3	70750	CAPITAL OUTLAY		1,500.00	MOVE TO JP3 TO HELP COVER A/C UNIT
				Total 560	ROAD AND BRIDGE-PRECIN... #3			0.00	1,500.00	
10/1/2025	7208	1000	GENERAL FUND	630	EMERGENCY MANAGEMENT	66192	TELEPHONE SERVICES	300.00		LINE ITEM TRANSFER TO DEPT 630
				Total 630	EMERGENCY MANAGEMENT			300.00	0.00	

CALHOUN COUNTY, TEXAS
Unposted Budget Transactions
BUD1685 - 2025 BUDGET-ADJUSTMENTS-REGULAR-CCRT-2025.10.01

Effective Date	Document Number	Fund Code	Fund Title	Dept Code	Dept Title	GL Code	GL Title	Increase	Decrease	Transaction Description
10/1/2025	7208	1000	GENERAL FUND	710	FLOOD PLAIN ADMINISTRATION	66310	TRAINING REGISTRATION FEES/TRAVEL		300.00	LINE ITEM TRANSFER TO DEPT 630
				Total 710	FLOOD PLAIN ADMINISTRATION			0.00	300.00	
10/1/2025	7209	1000	GENERAL FUND	001	REVENUE	49150	RECOVERIES-INS...	8,134.00		INS PROCEEDS FROM TAC FOR SO VEHICLE DAMAGES ON 8/24
				Total 001	REVENUE			8,134.00	0.00	
10/1/2025	7209	1000	GENERAL FUND	760	SHERIFF	65464	REPAIRS-INSURAN... RECOVERY	8,134.00		INS PROCEEDS FROM TAC FOR SO VEHICLE DAMAGES ON 8/24
				Total 760	SHERIFF			8,134.00	0.00	
10/1/2025	7210	1000	GENERAL FUND	180	JAIL OPERATIONS	50363	DEPUTY JAILER		3,500.00	OVERDRAWN ACCOUNTS
10/1/2025	7210	1000	GENERAL FUND	180	JAIL OPERATIONS	51613	OVERTIME BASE PAY	3,000.00		OVERDRAWN ACCOUNTS
10/1/2025	7210	1000	GENERAL FUND	180	JAIL OPERATIONS	51700	MEAL ALLOWANCE	500.00		OVERDRAWN ACCOUNTS
				Total 180	JAIL OPERATIONS			3,500.00	3,500.00	
10/1/2025	7210	1000	GENERAL FUND	345	EMERGENCY MEDICAL SERVICES	50815	PARAMEDIC		20.00	OVERDRAWN ACCOUNTS

CALHOUN COUNTY, TEXAS
Unposted Budget Transactions
BUD1685 - 2025 BUDGET-ADJUSTMENTS-REGULAR-CORT-2025.10.01

Effective Date	Document Number	Fund Code	Fund Title	Dept Code	Dept Title	GL Code	GL Title	Increase	Decrease	Transaction Description
10/1/2025	7210	1000	GENERAL FUND	345	EMERGENCY MEDICAL SERVICES	51700	MEAL ALLOWANCE	20.00		OVERDRAWN ACCOUNTS
				Total 345	EMERGENCY MEDICAL SERVICES			20.00		
10/1/2025	7210	1000	GENERAL FUND	560	ROAD AND BRIDGE-PRECIN...#3	51540	TEMPORARY	2,000.00		OVERDRAWN ACCOUNTS
10/1/2025	7210	1000	GENERAL FUND	560	ROAD AND BRIDGE-PRECIN...#3	51920	GROUP INSURANCE		2,000.00	OVERDRAWN ACCOUNTS
				Total 560	ROAD AND BRIDGE-PRECIN...#3			2,000.00		
10/1/2025	7210	1000	GENERAL FUND	570	ROAD AND BRIDGE-PRECIN...#4	51540	TEMPORARY	2,252.00		OVERDRAWN ACCOUNTS
10/1/2025	7210	1000	GENERAL FUND	570	ROAD AND BRIDGE-PRECIN...#4	51613	OVERTIME BASE PAY	34.00		OVERDRAWN ACCOUNTS
10/1/2025	7210	1000	GENERAL FUND	570	ROAD AND BRIDGE-PRECIN...#4	51616	OVERTIME PREMIUM PAY	8.00		OVERDRAWN ACCOUNTS
10/1/2025	7210	1000	GENERAL FUND	570	ROAD AND BRIDGE-PRECIN...#4	51920	GROUP INSURANCE		2,294.00	OVERDRAWN ACCOUNTS
				Total 570	ROAD AND BRIDGE-PRECIN...#4			2,294.00		

CALHOUN COUNTY, TEXAS
Unposted Budget Transactions
BUD1685 - 2025 BUDGET-ADJUSTMENTS-REGULAR-CCRT-2025.10.01

Effective Date	Document Number	Fund Code	Fund Title	Dept Code	Dept Title	GL Code	GL Title	Increase	Decrease	Transaction Description
10/1/2025	7210	1000	GENERAL FUND	635	EMERGENCY COMMUNICATI... DIVISION	51620	ADDITIONAL PAY-REGULAR RATT	200.00		OVERDRAWN ACCOUNTS
10/1/2025	7210	1000	GENERAL FUND	635	EMERGENCY COMMUNICATI... DIVISION	51700	MEAL ALLOWANCE		200.00	OVERDRAWN ACCOUNTS
				Total 635	EMERGENCY COMMUNICATI... DIVISION			200.00	200.00	
							Total BUD1685 - 2025 BUDGET-ADJUSTME...	38,691.00	22,423.00	
								38,691.00	22,423.00	
Report Total										

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19. Approval of bills and payroll. (VLL)

MMC

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald Best, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

County:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald Best, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Best, Behrens, Reese

October 1, 2025

APPROVAL LIST - 2025 BUDGET
COMMISSIONERS COURT MEETING OF

10/01/25

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 24

\$526,197.54

FICA	PAYROLL 9/26/2025	P/R	\$	69,905.34
MEDICARE	PAYROLL 9/26/2025	P/R	\$	16,348.86
FWH	PAYROLL 9/26/2025	P/R	\$	45,692.98
NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL 9/26/2025	P/R	\$	1,497.50
OFFICE OF THE ATTORNEY GENERAL - CHILD SUPPORT	PAYROLL 9/26/2025	P/R	\$	3,752.83
VOYA	PAYROLL 9/26/2025	P/R	\$	1,910.00
T-MOBILE	LIBRARY - (10) HOT SPOTS 8/21- 9/20	A/P	\$	315.70
VICTORIA ADVOCATE PUBLISHING	HR - CLASS AD/ JOB OPENING	A/P	\$	416.45
VICTORIA ELECTRIC COOPERATIVE	JP5 - ELECTRIC 8/17- 9/17	A/P	\$	93.94

TOTAL VENDOR DISBURSEMENTS:

\$ 666,131.14

CALHOUN COUNTY OPERATING ACCOUNT (TRANSFER FROM MONEY MKT TO OP ACCT FOR AP & PAYROLL)
G&W ENGINEERS, INC

MMC HVAC & ROOF IMPROVEMENTS- 8/4- 8/31

TOTAL INVESTMENT ACTIVITY AND TRANSFERS BETWEEN FUNDS:

\$ 1,510,770.38

TOTAL AMOUNT FOR APPROVAL:

\$ 2,176,901.52

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.01.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
AMBULANCE OPERATIONS-SEADRIFT	340	SERVICES	65740	FRONTIER COMMUNICATIONS	2855	3617852...	SEA AMB 9/25 A# 361-785-2911- 010699-5 PHONE 9/25- 10/24	91.56	
AMBULANCE OPERATIONS-SEADRIFT	Total 340							91.56	0.00
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	GULF COAST HARDWARE LLC	63196	202811	MAINT 9/16 BOLTS	19.35	
			53610	GULF COAST HARDWARE LLC	63196	202823	MAINT 9/16 HARDWARE	4.68	
			53610	GULF COAST HARDWARE LLC	63196	202858	MAINT 9/17 JNT COMPOUND	9.59	
			53610	GULF COAST HARDWARE LLC	63196	202878	MAINT 9/17 RUST STOP, ROLLERS, CHIP BRUSH	264.96	
			53610	GULF COAST HARDWARE LLC	63196	202925	MAINT 9/18 HOSE CLAMP, MENDERHOSE, SOAKER HOSE, HOSE CAP	29.16	
			53610	GULF COAST HARDWARE LLC	63196	203011	MAINT 9/22 DRILL & DRIVER BIT SET	32.99	
			53610	GULF COAST HARDWARE LLC	63196	203039	MAINT 9/23 LUMBER, HARDWARE, MIS SUPP	70.88	
			53610	SERVICE SUPPLY	7211	7012708...	MAINT 7/10 MINI ELEC WATER HEATER	317.68	
			53610	SERVICE SUPPLY	7211	7012718...	MAINT 7/21 (S) MINI ELEC WATER HEATERS	1,588.39	
			53610	VICTORIA BUILDER SUPPLY CO,INC	8235	23605127	MAINT 8/27 DOOR PACKAGES FOR CH	1,806.00	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2683632	MAINT 9/16 DIAMOND FLOOR PADS	439.52	
			53640	GULF COAST PAPER CO INC	2619	2686002	MAINT 9/23 FLOOR GLOSS	411.60	
			53640	GULF COAST PAPER CO INC	2619	2686011	MAINT 9/23 PAPER TOWELS, TISSUE, DEODERIZER, CLNRS, LINERS	1,479.21	
		INSPECTIONS-COURTHOUSE	62834	VCS SECURITY SYSTEMS, INC.	8244	286361	MAINT 9/24 ANNUAL FIRE ALARM INSPECTION	550.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.01.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
BUILDING MAINTENANCE	Total 170								
		REPAIRS-COURTHOUSE AND JAIL	65454	CFI MECHANICAL INC	2005	SD26966	MAINT 9/17 CONDENSER COILS- CHILLER #2 DELIVERED	25,500.00	
			65454	BARRAGAN JONATHAN	4409	INV0015...	MAINT 9/24 CH SOFTWASH & OXIDATION RESTORATION	9,500.00	
CONTINGENCIES	240	GROUP INSURANCE	51920	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS		760.72
CONTINGENCIES	Total 240								
								0.00	760.72
COUNTY AUDITOR	190	GENERAL OFFICE SUPPLIES	53020	PORT LAVACA WAVE	62340	PO1902...	AUDITOR 9/22 SUBSCRIPTION ID# TRF939V4 ANNUAL RENEWAL	45.00	
COUNTY AUDITOR	Total 190								
								45.00	0.00
COUNTY COURT-AT-LAW	410	ADULT ASSIGNED-ATTORNEY FEES	60050	SMITH JAMES	72500	2025136	CRT@LAW1 9/17 C# 2025-CR-0026-CC A. MENDEZ	325.00	
			60050	SMITH JAMES	72500	2025137	CRT@LAW1 9/17 C# 2025-CR-0115-CC M. CERVANTES	325.00	
			60050	GARZA JOSEPH G	8835	2025138	CRT@LAW1 9/19 C# 2025-CR-0158-CC J. LEOS	1,812.80	
			60050	GARZA JOSEPH G	8835	2025139	CRT@LAW1 9/18 C# 2025-CR-0123-CC J. LEOS	100.00	
COUNTY COURT-AT-LAW	Total 410								
								2,562.80	0.00
COUNTY TREASURER	210	TRAINING TRAVEL OUT OF COUNTY	66316	KOKENA RHONDA S	5544	PO0930...	TREAS 9/30 TRAVEL REIMB- SUGARLAND, TX 9/15- 9/18	314.71	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.01.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY TREASURER	Total 210							314.71	0.00
DISTRICT CLERK	420	GENERAL OFFICE SUPPLIES	53020	GARCIA TERESA	EM...	PO4202...	DIST CLK 9/24 REIMB PURCHASE-(6) CASES WATER	29.01	
		TRAINING TRAVEL OUT OF COUNTY	66316	GARCIA TERESA	EM...	PO4202...	DIST CLK 9/24 TRAVEL REIMB-COLLEGE STATION, TX 9/17- 9/19	37.00	
DISTRICT CLERK	Total 420							66.01	0.00
ELECTIONS	270	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	45638172	ELEC 9/5 PENS, PAPER, UTENSILS	68.57	
		ELECTION SUPPLIES	53361	ELECTION SYSTEMS & SOFTWARE	1810	CD2128...	ELEC 9/11 ELEC DAY BALLOT, SAMPLE BALLOTS	989.14	
			53361	ELECTION SYSTEMS & SOFTWARE	1810	CD2129...	ELEC 9/12 EV & ED PRECINCT KITS	384.53	
ELECTIONS	Total 270							1,442.24	0.00
EMERGENCY MANAGEMENT	630	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615501...	EMER MGMT 9/19 A# 287342194111 PHONE 820-9/19	86.54	
EMERGENCY MANAGEMENT	Total 630							86.54	0.00
EMERGENCY MEDICAL SERVICES	345	PROGRAM SUPPLIES	53310	CREATIVE PRODUCT SOURCE INC	223	CP11080...	EMS 9/12 (500) EMS ACTIVITY CARDS	325.95	
			53310	CREATIVE PRODUCT SOURCE INC	223	CP11080...	EMS 9/15 (1000) STICKERS	333.95	
		SUPPLIES/OPERATING EXPENSES	53980	AIRGAS USA, LLC	136	5519071...	EMS 8/31 AUG 2025 CYLINDER RENTAL	1,330.50	
			53980	HENRY SCHEIN INC	2753	46577110	EMS 9/9 ETTs	5.28	
			53980	BOUND TREE MEDICAL, LLC	412	85819281	EMS 6/24 LACTAED RINGERS	95.82	
			53980	BOUND TREE MEDICAL, LLC	412	85821025	EMS 6/25 (6) CPAPs, NEB MASKS, SHEARS	272.97	
			53980	BOUND TREE MEDICAL, LLC	412	85827649	EMS 7/1 GAUZE, IV CATHS	240.77	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.01.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			53980	BOUND TREE MEDICAL, LLC	412	85922946	EMS 9/17 EXTRICATION COLLAR, I-GEL, FORCEPS, ORAL AIRWAY	408.05	
			53980	BOUND TREE MEDICAL, LLC	412	85926232	EMS 9/19 SYRINGES, GAUZE, MEDS, CNTRL, SOLUTION, GLUC STRIPS	507.29	
		COLLECTIONS-ACCOUNTS RECEIVABLE	60890	EMERGICON LLC	2870	15685	EMS 8/31 AUG 2025 COLLECS	13,860.03	
		EMPLOYMENT EXPENSES	62430	DISA INC	3691	2863658	EMS 9/15 BACKGROUND SCREEN- MCDONALD	169.81	
		LEASE/RENTAL	63220	OFFICE SYSTEMS CENTER	5806	40167888	EMS 9/22 COPIER LEASE	148.74	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615504...	EMS 9/11 A# 826401254 AMB LAPTOP W/EL 9/12- 10/11	279.63	
		UTILITIES	66600	WHITE TRASH SERVICES	1952	358760	EMS STH 9/19 OCT 2025 TRASH	117.10	
			66600	VICTORIA ELECTRIC COOP. INC	8205	9870170...	EMS STH 9/25 A# 987017-001 ELEC 8/17- 9/17	430.34	
EMERGENCY MEDICAL SERVICES	Total 345							18,526.23	0.00
EXTENSION SERVICE	110	PROGRAM SUPPLIES	53310	QUILL LLC	6602	45762116	EXT SVC 9/15 COFFEE	62.36	
EXTENSION SERVICE	Total 110							62.36	0.00
FIRE PROTECTION-SIX MILE	695	UTILITIES	66600	VICTORIA ELECTRIC COOP. INC	8205	9812700...	6MILE VFD 9/25 A# 981270-022 ELEC 8/17- 9/17	121.13	
FIRE PROTECTION-SIX MILE	Total 695							121.13	0.00
HUMAN RESOURCES	265	PHYSICALS/DRUG TESTING	64671	MEMORIAL MEDICAL CENTER	5099	1165061...	HR 9/4 PRE-EMPLOYMENT DRUG SCREEN	27.25	
			64671	MEMORIAL MEDICAL CENTER	5099	1174869...	HR 8/5 PRE-EMPLOYMENT DRUG SCREEN	41.00	
HUMAN RESOURCES	Total 265							68.25	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.01.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
INDIGENT HEALTH CARE	360	SOFTWARE SERVICES	65838	INDIGENT HEALTHCARE SOLUTIONS	5710	80578	INDIGENT HEALTH CARE 10/1 NOV 2025 SOFTWARE SVCS	1,961.00	
INDIGENT HEALTH CARE	Total 360							1,961.00	0.00
INFORMATION TECHNOLOGY	275	MISCELLANEOUS	63920	CDW GOVERNMENT INC	1152	AF69Y1A	IT 8/27 (2) HARD DRIVES, (12) CABLES	259.72	
			63920	CDW GOVERNMENT INC	1152	AF71Z3K	IT 8/28 (2) HARD DRIVES, USB, (16) ETHERNET CABLES	471.77	
			63920	CDW GOVERNMENT INC	1152	AF84P6Z	IT 9/9 CREDIT ON RETURN OF MONITOR		531.02
INFORMATION TECHNOLOGY	Total 275							731.49	531.02
JAIL OPERATIONS	180	JAIL MAINTENANCE/SUPPLIES	53420	GULF COAST PAPER CO INC	2619	2683636	JAIL 9/16 PAPER TOWELS, TOILET PAPER, SOAP, LINERS, DEODERIZ	1,095.17	
		GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	3231298	JAIL 9/22 INMATE GROCERIES	1,660.43	
			53955	PERFORMANCE FOOD GROUP INC	63650	3233225	JAIL 9/25 INMATE GROCERIES	1,293.97	
		SUPPLIES-MISCELLANEOUS	53992	PERFORMANCE FOOD GROUP INC	63650	3216957	JAIL 8/22 FOAM CONTAINERS	159.78	
			53992	PERFORMANCE FOOD GROUP INC	63650	3231298	JAIL 9/22 HAIR NETS, FOIL, CUPS, LABELS, OVEN MITTS	182.38	
		UNIFORMS	53995	ESCOBAR LAUREEN	13900	896817	JAIL 9/17 UNIFORM ALTERATIONS	30.00	
		POSTAGE	64790	FEDEX	2222	8962629...	JAIL 8/21 SHIPMENT	36.78	
			64790	FEDEX	2222	8997149...	JAIL 9/18 SHIPMENT	18.39	
		PRISONER MEDICAL SERVICES	64910	SOUTHERN HEALTH PARTNERS	3460	OCP22050	JAIL 8/31 AUG 2025 COST POOL OVERAGE	1,378.24	
JAIL OPERATIONS	Total 180							5,855.14	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.01.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
JUSTICE OF PEACE-PRECINCT #3	470	DUES	54020	DIMAK TANYA	1420	PO676	JP3 9/12 REIMB- PT LAVACA WAVE SUBS	45.00	
		TRAINING TRAVEL OUT OF COUNTY	66316	DIMAK TANYA	1420	PO676	JP3 9/12 REIMB- (2) CONF REG-SERVANTES, DIMAK	100.00	
JUSTICE OF PEACE-PRECINCT #3	Total 470							145.00	0.00
JUSTICE OF PEACE-PRECINCT #5	490	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	40142973	JP5 9/16 COPIER LEASE	69.00	
		POSTAGE	64790	GREGORY JANA	EM...	PO1034	JP5 9/18 REIMB- CERTIFIED MAIL	6.70	
		TRAINING TRAVEL OUT OF COUNTY	66316	GREGORY JANA	EM...	PO1034	JP5 9/18 TRAVEL REIMB- CORPUS CHRISTI, TX 8/17- 8/18	162.40	
		TRAVEL IN COUNTY	66476	GREGORY JANA	EM...	PO1034	JP5 9/18 AUG 2025 IN-CNTY TRAVEL REIMB	95.20	
JUSTICE OF PEACE-PRECINCT #5	Total 490							333.30	0.00
JUVENILE COURT	500	JUVENILE ASSIGNED-ATTORNEY FEES	63070	SMITH JAMES	72500	2025131	CRT@LAW1 9/17 C# 2025-JV-0026-CC	275.00	
			63070	SMITH JAMES	72500	2025132	CRT@LAW1 9/17 C# 2025-JV-0023-CC	275.00	
			63070	SMITH JAMES	72500	2025133	CRT@LAW1 9/17 C# 2025-JV-0021-CC	275.00	
			63070	SMITH JAMES	72500	2025134	CRT@LAW1 9/17 C# 2025-JPF-0026-CC	275.00	
			63070	SMITH JAMES	72500	2025135	CRT@LAW1 9/17 C# 2025-JV-0024-CC	275.00	
JUVENILE COURT	Total 500							1,375.00	0.00
LIBRARY	140	GENERAL OFFICE SUPPLIES	53020	DEMCO INC	1427	7695005	LIBRARY 9/10 POLY COVERS	221.36	
		PHOTO COPIES/SUPPLIES	53030	XEROX CORPORATION	9010	40925990	LIBRARY 9/11 SEPT 2025 COPIER LEASE	139.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.01.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		DUES	54020	PARTNERS LIBRARY	63100	3049C	LIBRARY 10/1 LEVEL 1 MEMBERSHIP 10/1/25- 9/30/26	468.00	
		FIRE & SECURITY SERVICES	62630	SECURITY ONE INC	81570	12011804	LIBRARY 9/11 OCT 2025 ALARM MONITORING	50.00	
		TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMC10...	CALCO 9/19 A# 08615304863 LONG DISTANCE SVC	2.48	
		UTILITIES-PORT O'CONNOR LIBRARY	66620	VICTORIA ELECTRIC COOP, INC	8205	1008600...	POC LIBRARY 9/25 A# 10086-002 ELEC 8/17- 9/17	323.57	
		BOOKS & PRINT MATL-LIBRARY	70550	CENGAGE LEARNING, INC.	26020	9991013...	LIBRARY 9/12 BOOKS	222.33	
			70550	CENTER POINT LARGE PRINT	776	2191902	LIBRARY 9/1 BOOKS	51.54	
LIBRARY	Total 140							1,478.28	0.00
MISCELLANEOUS	280	TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMC10...	CALCO 9/19 A# 08615304863 LONG DISTANCE SVC	50.22	
MISCELLANEOUS	Total 280							50.22	0.00
MUSEUM	150	SUPPLIES-MISCELLANEOUS	53992	COX VICKI	EM...	PO731	MUSEUM 9/25 REIMB- RR & DISPLAY SIGNS	92.97	
		DUES	54020	AAM MEMBERSHIP	44	PO729	MUSEUM 9/26 MEMBERSHIP DUES	205.00	
MUSEUM	Total 150							297.97	0.00
NO DEPARTMENT	999	COBRA PREMIUM COLLECTED IN ADVANCE	20501	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	1,107.04	
		ACCRUED UNITED WAY	20525	UNITED WAY OF CALHOUN COUNTY	8019	PO0926...	CALCO 9/24 SEPT 2025 DONATIONS	10.00	
		ACCRUED MISCELLANEOUS	20533	TMPA	7723	PO0926...	CALCO 9/24 SEPT 2025 PREMIUMS	275.00	
		ACCRUED INSURANCE- ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	61.31	
		ACCRUED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	8,052.84	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.01.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		ACCURED INSURANCE-CRITICAL ILLNESS	20564	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	0.28	
		ACCURED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	241,681.81	
		ACCURED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	492.07	
		ACCURED INSURANCE-VOLUNTARY VISION	20574	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	1,203.61	
		DUE TO JP COLLECTIONS ATTORNEY	20770	MCCREARY VESELKA BRAGG ALLEN	5255	306986	JP1 8/13 COLLECTION FEES	58.45	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	307295	JP1 8/21 COLLECTION FEES	78.53	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	307508	JP1 8/26 COLLECTION FEES	70.94	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	307514	JP2 8/26 COLLECTION FEES	1,186.76	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	308141	JP1 9/12 COLLECTION FEES	3,032.33	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	308142	JP2 9/12 COLLECTION FEES	854.92	
		RENTAL DEPOSITS	20820	GARZA MARIA	RF4...	1968	BAUER 3/5 DEPOSIT REFUND	200.00	
NO DEPARTMENT	Total 999							258,365.89	0.00
ROAD AND BRIDGE-PRECINCT #1	540	MACHINERY PARTS/SUPPLIES	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301125...	RB1 9/16 A/C REPAIR-#21-0268	22.20	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301125...	RB1 9/17 BATTERY- #350	47.21	
		ROAD & BRIDGE SUPPLIES LUMBER	53510	MARTIN ASPHALT GULF COAST	5238	1683502	RB1 9/16 1 HR DEMURRAGE	95.00	
			53550	HARDWARE LLC	63191	202657	RB1 9/17 SALINAS SIGN LUMBER	87.44	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63191	202881	RB1 9/17 HARDWARE	15.21	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4243019...	RB1 9/11 UNIFORMS	200.09	

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ROAD AND BRIDGE-PRECINCT #1	Total 540	GARBAGE COLLECTION	53995	CINTAS CORPORATION LOC. 083	958	4243755...	RB1 9/18 UNIFORMS	200.09	
			62659	REPUBLIC SERVICES #847	8897	0847001...	RB1 9/26 A# 3-0847-0010464 OCT 2025 TRASH	640.84	
		MACHINERY/EQUIPMENT REPAIRS	63530	LEAL PABLO M	4009	00101	RB1 9/29 WELDED HITCH- #0366	150.00	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3612500...	RB1 9/19 A# 287336338169 CAMERA WIFI 8/20- 9/19	264.00	
			66192	AT&T MOBILITY	5209	3619203...	RB1 9/20 A# 287333689816 TABLET WIFI 9/21- 10/20	71.52	
		UTILITIES	66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 9/25 A# 981270-020 ELEC 8/17- 9/17	317.86	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 9/25 A# 981270-029 ELEC 8/17- 9/17	52.14	
		UTILITIES-PARKS	66614	LEGACY DISPOSAL & SANITATION	2988	13213	RB1 10/3 PORTABLE TOILET RENTAL @ CHOC BAY 10/3- 10/30	370.00	
			66614	LEGACY DISPOSAL & SANITATION	2988	13219	RB1 10/3 PORTABLE TOILET RENTAL @ MILLER'S POINT 10/3- 10/30	370.00	
			66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 9/25 A# 981270-002 ELEC 8/17- 9/17	37.52	
ROAD AND BRIDGE-PRECINCT #2	550		66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 9/25 A# 981270-016 ELEC 8/17- 9/17	70.79	
			66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 9/25 A# 981270-025 ELEC 8/17- 9/17	85.73	
		EQUIPMENT-PARKS	66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 9/25 A# 981270-028 ELEC 8/17- 9/17	36.44	
			72400	CON METAL CONCRETE LLC	4859	996025	RB1 9/16 CONCRETE- LANDSCAPING AREA @ CHOC BAY PK	635.00	
								3,769.08	0.00
ROAD AND BRIDGE-PRECINCT #2	550	MACHINERY PARTS/SUPPLIES	53210	TRL-WHOLESALE COMPANY, INC.	7637	9301125...	RB2 9/17 FUEL TRANSF HOSE- GAS PUMPS	63.38	
			53210	CNH INDUSTRIAL ACCOUNTS	8047	7050339	RB2 7/15 (6) MOWER RAIL WHEELS	993.24	

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		ROAD & BRIDGE SUPPLIES	53510	CNH INDUSTRIAL ACCOUNTS	8047	7050396	RB2 7/17 (6) MOWER RAIL WHEELS	1,029.54	
		GASOLINE/OIL/DIESEL/GRE...	53540	QUALITY HOT MIX INC	6603	29667	RB2 9/16 532.78T PB#4 TOPPING ROCK	44,420.47	
		SUPPLIES-MISCELLANEOUS	53992	NEW DISTRIBUTING CO INC	3638	9392025...	RB2 9/16 1004G UNLEADED	2,540.88	
		UNIFORMS	53995	GULF COAST HARDWARE LLC	63192	202802	RB2 9/15 DRILL BIT	24.99	
		MISCELLANEOUS	63920	CINTAS CORPORATION LOC. 083	958	4243437...	RB2 9/16 UNIFORMS	79.16	
		TELEPHONE SERVICES	66192	CNH INDUSTRIAL ACCOUNTS	8047	PO5509...	RB2 9/10 FINANCE CHARGE	2.98	
		TRAVEL ADVANCE SUSPENSE	66448	AT&T MOBILITY	5209	3612124...	RB2 9/19 A# 287334092329 PHONE 8/20- 9/19	268.06	
		TRAVEL IN COUNTY	66476	RONALD BEST	463	PO5509...	RB2 9/8 TRAVEL ADV- GALVESTON, TX 10/6- 10/9	259.00	
		TRAVEL OUT OF COUNTY	66498	JUREK LESA	1088	PO5509...	RB2 9/17 AUG 2025 IN-CNTY TRAVEL REIMB	102.20	
		UTILITIES	66600	JUREK LESA	1088	PO5509...	RB2 9/17 TRAVEL REIMB- VICTORIA, TX 8/21/25	35.00	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB2 9/25 A# 981270-007	10.97	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB2 9/25 A# 981270-010	10.97	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB2 9/25 A# 981270-017	265.02	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB2 9/25 A# 981270-027	83.25	
		UTILITIES-PARKS	66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB2 9/25 A# 981270-013	129.17	
ROAD AND BRIDGE-PRECINCT #2	Total 550							50,318.28	0.00
ROAD AND BRIDGE-PRECINCT #3	560	GASOLINE/OIL/DIESEL/GRE...	53540	NEW DISTRIBUTING CO INC	3638	9400225...	RB3 9/17 488G DIESEL, 710G UNLEADED	3,180.78	
		LUMBER	53550	COASTAL NAIL & TOOL LLC	9070	2509167...	RB3 9/18 LUMBER-SIGN DISPLAYS	141.59	

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ROAD AND BRIDGE-PRECINCT #3	Total 560							4,229.46	0.00
ROAD AND BRIDGE-PRECINCT #4	570	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	45826830	RB4 9/18 MESSAGE PAD	12.15	
			53020	COASTAL OFFICE SOLUTIONS, INC	9063	OEOT33...	RB4 9/11 PALLET OF WATER	351.96	
		ROAD & BRIDGE SUPPLIES	53510	MARTIN ASPHALT	5238	1683756	RB4 9/16 3.25 HRS DEMURRAGE	308.75	
			53510	MARTIN ASPHALT	5238	1686247	RB4 9/18 2.5 HRS DEMURRAGE	237.50	
		TIRES AND TUBES	53520	BEASLEY TIRE SERVICE	3506	3501033...	RB4 9/15 (2) TIRES	1,272.44	
		GASOLINE/OIL/DIESEL/GRE...	53540	NEW DISTRIBUTING CO INC	3638	9400325...	RB4 9/17 2000G DIESEL, 1200G UNLEADED	8,681.59	
		PIPE	53580	REGIONAL STEEL PRODUCTS INC	6803	1143932	RB4 9/17 IRON FOR DUMP TRUCK	408.88	
		EQUIPMENT RENTAL	62510	ANDERSON MACHINERY CO., INC.	13	R501LT	RB4 9/1 WATER TRUCK RENTAL 9/10- 10/7	7,011.03	
		GARBAGE COLL-POC PARKS	62664	WHITE TRASH SERVICES	1952	358763	RB4 9/19 OCT 2025 POC TRASH	346.68	
		GARBAGE COLL-SEADRIFT	62676	WHITE TRASH SERVICES	1952	358762	RB4 9/19 OCT 2025 SEA TRASH	624.02	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617853...	RB4 9/25 A# 361-785-3141-010165-5 PHONE 9/25- 10/24	306.21	
			66192	MCI MEGA PREFERRED	5035	POMC10...	CALCO 9/19 A# 08615304863 LONG DISTANCE SVC	0.09	
			66192	AT&T MOBILITY	5209	3619209...	RB4 9/19 A# 287336341558 CAMERA WIFI 8/20- 9/19	308.25	

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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ROAD AND BRIDGE-PRECINCT #4	Total 570	UTILITIES	66600	PORT OCONNOR IMPROVEMENT	62370	7550020...	RB4 10/1 A# 7550020000 WATER 8/20- 9/20	100.48	
			66600	PORT OCONNOR IMPROVEMENT	62370	7550025...	RB4 10/1 A# 7550025300 WATER 8/20- 9/20	142.69	
			66600	PORT OCONNOR IMPROVEMENT	62370	7550084...	RB4 10/1 A# 7550084500 WATER 8/20- 9/20	61.24	
			66600	VICTORIA ELECTRIC COOP, INC	8205	4463680...	RB4 9/25 A# 44636806-001 ELEC 8/17- 9/17	38.97	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/25 A# 981270-001 ELEC 8/17- 9/17	420.26	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/25 A# 981270-005 ELEC 8/26- 9/25	21.72	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/25 A# 981270-006 ELEC 8/17- 9/17	192.64	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/25 A# 981270-009 ELEC 8/17- 9/17	109.08	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/25 A# 981270-011 ELEC 8/17- 9/17	44.78	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/25 A# 981270-012 ELEC 8/17- 9/17	100.50	
								21,101.91	0.00
SHERIFF	760	TIRES AND TUBES	53520	BEASLEY TIRE SERVICE FIRESTONE OF PORT LAVACA LLC	3506	3501037...	SO 9/18 TIRES- OSG22, U21 SO 9/18 TIRE REPAIR- U23	959.12	
			53520		5584	0090927		25.00	
		UNIFORMS	53995	FOWLER DAVE	2937	7419	SO 9/3 JACKETS	624.75	
		AUTOMOTIVE REPAIRS	60360	FRANKES PAINT & BODY INC	2258	15618	SO 9/9 REPAIRS- OSG22	268.00	
			60360	O REILLY AUTO PARTS	5803	0575449...	SO 9/17 WATER PUMP, FILTER, OIL, MANIFOLD SET- U49	235.45	
			60360	O REILLY AUTO PARTS	5803	0575449...	SO 9/17 GASKET- U49	14.70	
			60360	O REILLY AUTO PARTS	5803	0575449...	SO 9/17 EXHAUST MANIFOLD SET- U49	41.72	
			60360	O REILLY AUTO PARTS	5803	0575449...	SO 9/17 ANTIFREEZE- U49	107.94	

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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			60360	VICTORIA COMMUNICATION SERVICE	8229	VIC5127...	SO 9/17 LIGHT REPAIR- U8	2,127.98	
		PHYSICALS	64670	MEMORIAL MEDICAL CENTER	5099	1174869...	SO 9/4 EMPLOYEE DRUG SCREEN	37.25	
		REPAIRS-INSURANCE RECOVERY	65464	COWAN COBY D	772	8962	SO 8/24 TOW- U13	128.00	
			65464	COWAN COBY D	772	8997	SO 8/28 TOW- U13	152.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	2100064...	SO 9/13 A# 210-006-4378-100174-5 INTERNET 9/13-10/12	5.00	
			66192	MCI MEGA PREFERRED	5035	POMC10...	CALCO 9/19 A# 08615304863 LONG DISTANCE SVC	16.58	
			66192	AT&T MOBILITY	5209	3612189...	SO 9/19 A# 287284474152 PHONE 8/20- 9/19	782.87	
SHERIFF	Total 760							5,526.36	0.00
VETERANS SERVICES	790	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	45659381	VSO 9/8 INK, PAPER, HIGHLIGHTERS, TAPE	242.21	
VETERANS SERVICES	Total 790							242.21	0.00
WASTE MANAGEMENT	380	TELEPHONE SERVICES	66192	INFINIUM BROADBAND INTERNET	3378	122075	WASTE MGMT 9/29 A# ACC0002266 INTERNET 9/29- 10/29	59.00	
		UTILITIES	66600	VICTORIA ELECTRIC COOP, INC	8205	9814860...	WASTE MGMT 9/25 A# 981486-002 ELEC 8/17- 9/17	92.19	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9814860...	WASTE MGMT 9/25 A# 981486-003 ELEC 8/17- 9/17	51.94	
WASTE MANAGEMENT	Total 380							203.13	0.00

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 2610 - AIRPORT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Van... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MACHINERY/EQUIPMENT REPAIRS	63530	PETROLEUM SOLUTIONS INC	6277	SRVCE4...	AIRPORT 9/16 TROUBleshoot & INSTALL NEW IO BOARD	1,187.50	
		UTILITIES	66600	REPUBLIC SERVICES #847	8897	0847001...	AIRPORT 9/26 A# 3-0847-0006197 OCT 2025 TRASH	68.20	
NO DEPARTMENT	Total 999							1,255.70	0.00

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 2697 - DONATIONS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	PROGRAM SUPPLIES	53310	COX VICKI	EM...	POT31	MUSEUM DONATION FUND 9/25 REIMB-SCAVENGER HUNT SUPP	210.81	
		MISCELLANEOUS	63920	ROY CLEVELAND	2030	INV31173	HIST COM 9/10 LIGHTHOUSE WORK	2,762.50	
NO DEPARTMENT	Total 999							2,973.31	0.00

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 2699 - JUVENILE CASE MANAGER FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED INSURANCE-ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	0.02	
		ACCRUED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	2.04	
		ACCRUED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	86.70	
		ACCRUED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	0.19	
		ACCRUED INSURANCE-VOLUNTARY VISION	20574	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	0.36	
NO DEPARTMENT	Total 999							89.31	0.00

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2716 - GRANTS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS	20533	TMPA	7723	PO0926...	CALCO 9/24 SEPT 2025 PREMIUMS	11.16	
		ACCURED INSURANCE- ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	0.16	
		ACCURED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	46.29	
		ACCURED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	796.81	
		ACCURED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	1.35	
		ACCURED INSURANCE-VOLUNTARY VISION	20574	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	7.34	
		PROGRAMS: SUMMER/AUTHOR VISITS	64970	CREATIVE PRODUCT SOURCE INC	223	CPI1080...	LIBRARY 9/15 (300) BENDABLE BOOK LIGHTS	2,088.56	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3612189...	OSG 9/19 A# 287284474152 PHONE 8/20- 9/19	690.00	
NO DEPARTMENT	Total 999							3,641.67	0.00

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2736 - POC COMMUNITY CENTER

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED INSURANCE-ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	0.01	
		ACCURED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	0.75	
		ACCURED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	31.92	
		ACCURED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	0.07	
		RENTAL DEPOSITS	20820	BORRACHO PESCADOR	RFL...	1036	POCCC 11/12 DEPOSIT REFUND	200.00	
		UTILITIES-POC COMMUNITY CENTER	66616	WHITE TRASH SERVICES	1932	360815	POCCC 9/19 OCT 2025 TRASH	346.68	
			66616	PORT O'CONNOR IMPROVEMENT	62370	7550084...	POCCC PAVILION 10/1 A# 7550084300 WATER 8/20- 9/20	181.02	
			66616	PORT O'CONNOR IMPROVEMENT	62370	7550084...	POCCC 10/1 A# 7550084400 WATER 8/20- 9/20	185.55	
			66616	VICTORIA ELECTRIC COOP, INC	8205	9812700...	POCCC 9/25 A# 981270-023 ELEC 8/17- 9/17	849.55	
NO DEPARTMENT	Total 999							1,795.55	0.00

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 5111 - CAP PROJ.-CDBG-DR INFRASTRUCTURE

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEERING SERVICES	62454	G&W ENGINEERS, INC.	2601	5310011...	CAP PROJ 9/16 LANE RD DRAINAGE IMPR PHASE II	10,899.90	
NO DEPARTMENT	Total 999							10,899.90	0.00

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5149 - CPRJ-OLIVIA HATERIUS PARK IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SUPPLIES	53974	GULF COAST HARDWARE LLC	63193	202872	CMP-OHP PAVILION 9/17 PAINTING & MIS SUP	85.16	
			53974	COASTAL NAIL & TOOL LLC	9070	2509167...	CMP-OHP PAVILION 9/16 LUMBER FOR TRIM	424.42	
NO DEPARTMENT	Total 999							509.58	0.00

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 5295 - CAPITAL PROJECT - WASTE TRANSFER STATION

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	TRANSFER TO GRANTS FUND	98053	CALHOUN CO. GRANTS FUND	879	PO2716...	CALCO 9/29 CORRECT PREV YR TRANSF-CAP PROJ- WASTE TRANSF STA	21,204.00	
NO DEPARTMENT	Total 999							21,204.00	0.00

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 7750 - MISCELLANEOUS CLEARING FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO OTHERS	20751	CALHOUN CO. DEBT SERVICE	1039	PO2025...	CALCO 9/30 REFUGE REVENUE SHARE ACT- US FISH & WILDLIFE FY25	1,725.92	
			20751	CALHOUN CO. INDEPENDENT	807	PO2025...	CALCO 9/30 REFUGE REVENUE SHARE ACT- US FISH & WILDLIFE FY25	34,407.34	
NO DEPARTMENT	Total 999							36,133.26	0.00

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9200 - JUVENILE PROBATION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS	20533	TMPA	7723	PO0926...	CALCO 9/24 SEPT 2025 PREMIUMS	29.54	
		ACCURED INSURANCE- ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	1.20	
		ACCURED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	153.20	
		ACCURED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	4,745.85	
		ACCURED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	9.68	
		ACCURED INSURANCE-VOLUNTARY VISION	20574	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 9/7 SEPT 2025 PREMIUMS	22.94	
		SUPPLIES/OPERATING EXPENSES	53980	TEXAS COMMISSION ON	7599	PO7401...	JUV PROB 9/22 FIREARMS PROFICIENCY- L. LEIJA	35.00	
		AUDITING SERVICES	53980 60300	AQUA BEVERAGE CO ARMSTRONG VAUGHAN AND ASSOC PC	89 8174	140962 62362	JUV PROB 9/11 WATER JUV PROB 6/24 AUDIT SVCS FYE 8/31/24	29.98 7,800.00	
		FAMILY CONFLICT RESOLUTION&SKILLS TRAINI	62567	YOUTH ADVOCATE PROGRAMS INC	9212	0820252...	JUV PROB 9/9 AUG 2025 SVCS PROVIDED	2,190.04	
		MEDICAL/DENTAL FEES	63776	TCSI LLC	2984	301501	JUV PROB 8/31 AUG 2025 MEDICAL	168.09	
			63776	TCSI LLC	2984	301511	JUV PROB 8/31 AUG 2025 MEDICAL	6.57	
			63776	TCSI LLC	2984	301521	JUV PROB 8/31 AUG 2025 MEDICAL	611.39	
		OTHER PROGRAMS	63776	NUECES COUNTY	5473	CI001501	JUV PROB 9/1 AUG 2025 MEDICAL (1) JUV	148.00	
		REGIONAL DIVERSION ALTERNATIVE	64310 65410	YOUTH ADVOCATE PROGRAMS INC NUECES COUNTY	9212 5473	0820252... CI001501	JUV PROB 9/9 AUG 2025 SVCS PROVIDED JUV PROB 9/1 AUG 2025 RESIDENTIAL PLACEMENT (1) JUV	5,440.96 6,200.00	

NO DEPARTMENT Total 999

27,592.44 0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.01.25
 9200 - JUVENILE PROBATION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
Report Total								527,489.28	1,291.74

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---October 1, 2025

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ 1,004,964.71 ✓

TOTAL TRANSFERS BETWEEN FUNDS \$ 95,740.17 ✓

TOTAL NURSING HOME UPL EXPENSES \$ 870,025.08 ✓

TOTAL INTER-GOVERNMENT TRANSFERS \$ 453,175.02 ✓

GRAND TOTAL DISBURSEMENTS APPROVED October 1, 2025 \$ 2,423,904.98 ✓

R.B.G.R

MEMORIAL MEDICAL CENTER
COMMISSIONERS COURT APPROVAL LIST FOR ---October 1, 2025

PAYABLES AND PAYROLL

9/25/2025 Weekly Payables	438,068.78
9/29/2025 McKesson-3408 Prescription Expense	15,145.63
9/29/2025 Amerisource Bergen-3408 Prescription Expense	230.59
9/29/2025 Amerisource Bergen-3408 Prescription Expense	36.94
9/29/2025 Payroll Liabilities-Payroll Taxes for 10/10/2025	150,000.00
9/29/2025 Payroll for 10/10/2025	400,000.00

Prosperity Electronic Bank Payments

9/29/2025 Pay Plus-Patient Claims Processing Fee	282.77
9/29/2025 Health Equity -HSA Contributions for 10/10/2025	1,200.00

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ **1,004,964.71**

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

9/25/2025 MMC Operating to Tuscany Village-Correction of insurance payment deposited into MMC operating in error	15,965.00
9/25/2025 MMC Operating to Bethany/Lavaca Bay-Correction of insurance payment deposited into MMC Operating in error	79,775.17

TOTAL TRANSFERS BETWEEN FUNDS \$ **95,740.17**

NURSING HOME UPL EXPENSES

9/29/2025 Nursing Home UPL-Cantex Transfer	177,433.08
9/29/2025 Nursing Home UPL-Nexion Transfer	127,527.34
9/29/2025 Nursing Home UPL-HMG Transfer	39,633.66
9/29/2025 Nursing Home UPL-Tuscany Transfer	373,324.41
9/29/2025 Nursing Home UPL-HSL Transfer	128,809.56

TRANSFER OF FUNDS BETWEEN NURSING HOMES

9/29/2025 Lavaca Bay to Tuscany Village - Claim payments owed to Tuscany from Lavaca Bay	23,297.03

TOTAL NURSING HOME UPL EXPENSES \$ **870,025.08**

INTER-GOVERNMENT TRANSFERS

9/29/2025 DSH IGT	431,653.02
9/30/2025 IGT - ATLIS	21,522.00

TOTAL INTER-GOVERNMENT TRANSFERS \$ **453,175.02**

GRAND TOTAL DISBURSEMENTS APPROVED October 1, 2025 \$ **2,423,904.98**

COUNTY AUDITOR ON

SEP 25 2025

09/25/2025

11:52

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 10/16/2025

0
ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code								
A1680	AIRGAS USA, LLC - CENTRAL DIV	M									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	9164855898		09/17/202	09/15/202	10/10/202			93.30	0.00	0.00	93.30
	9164990843	Carbon Dioxide	09/23/202	09/18/202	10/13/202			302.95	0.00	0.00	302.95
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	A1680	AIRGAS USA, LLC - CENTRAL DIV						396.25	0.00	0.00	396.25
Vendor#	Vendor Name	Class	Pay Code								
A1715	ALCO SALES & SERVICE CO	M									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	29960051N		09/24/202	09/18/202	09/24/202			53.76	0.00	0.00	53.76
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	A1715	ALCO SALES & SERVICE CO						53.76	0.00	0.00	53.76
Vendor#	Vendor Name	Class	Pay Code								
14028	AMAZON CAPITAL SERVICES										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	11NRWCJP6Q1G		09/17/202	09/10/202	10/10/202			131.72	0.00	0.00	131.72
	1NCFVVG17TMC		09/17/202	09/15/202	10/15/202			77.19	0.00	0.00	77.19
	16KYWCJY9PMP		09/17/202	09/15/202	10/15/202			156.03	0.00	0.00	156.03
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	14028	AMAZON CAPITAL SERVICES						364.94	0.00	0.00	364.94
Vendor#	Vendor Name	Class	Pay Code								
15456	AMERITEX ELEVATOR SERVICES INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	20260671		09/24/202	08/26/202	09/02/202			18,961.45	0.00	0.00	18,961.45
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	15456	AMERITEX ELEVATOR SERVICES INC						18,961.45	0.00	0.00	18,961.45
Vendor#	Vendor Name	Class	Pay Code								
A4000	ARMSTRONG MEDICAL INDUSTRIES	M									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	2162841		09/24/202	09/19/202	09/24/202			153.78	0.00	0.00	153.78
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	A4000	ARMSTRONG MEDICAL INDUSTRIES						153.78	0.00	0.00	153.78
Vendor#	Vendor Name	Class	Pay Code								
15912	BAYLOR COLLEGE OF MEDICINE										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	4705		09/25/202	09/12/202	09/12/202			150.00	0.00	0.00	150.00
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	15912	BAYLOR COLLEGE OF MEDICINE						150.00	0.00	0.00	150.00
Vendor#	Vendor Name	Class	Pay Code								
B1220	BECKMAN COULTER INC	M									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	112243683		09/17/202	09/15/202	10/10/202			5,016.58	0.00	0.00	5,016.58

✓ 4591898	09/24/202 09/21/202 10/16/202	1,484.00	0.00	0.00	1,484.00 ✓
✓ 5507133	09/24/202 09/21/202 10/16/202	1,935.15	0.00	0.00	1,935.15 ✓

Service 9/21, 10/20/25
Please Sept. 2020

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
B1220	BECKMAN COULTER INC	8,435.73	0.00	0.00	8,435.73

Vendor#	Vendor Name	Class	Pay Code
B1650 ✓	BOSART LOCK & KEY INC	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
130459		09/24/202	09/17/202	10/01/202		19.25	0.00	0.00	19.25 ✓

5 keys

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
B1650	BOSART LOCK & KEY INC	19.25	0.00	0.00	19.25

Vendor#	Vendor Name	Class	Pay Code
C1390 ✓	CENTRAL DRUG	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
0911		09/23/202	09/22/202	09/22/202		29.10	0.00	0.00	29.10 ✓

6 bottles

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
C1390	CENTRAL DRUG	29.10	0.00	0.00	29.10

Vendor#	Vendor Name	Class	Pay Code
C1730 ✓	CITY OF PORT LAVACA	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
091225B		09/23/202	09/12/202	09/23/202		89.38	0.00	0.00	89.38 ✓

101 N. Virginia St.

✓ 091225A		09/23/202	09/12/202	09/23/202		170.22	0.00	0.00	170.22 ✓

101 N. Virginia St.

✓ 091225		09/23/202	09/12/202	09/23/202		52.01	0.00	0.00	52.01 ✓

815 N. Virginia St.

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
C1730	CITY OF PORT LAVACA	311.61	0.00	0.00	311.61

Vendor#	Vendor Name	Class	Pay Code
C1166 ✓	COASTAL OFFICE SOLUTIONS	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
OEQT335091		09/23/202	09/18/202	09/28/202		589.57	0.00	0.00	589.57 ✓

floor stripper / Polymer floor finish

✓ OE528501		09/24/202	09/18/202	09/28/202		200.46	0.00	0.00	200.46 ✓

Can Liners

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
C1166	COASTAL OFFICE SOLUTIONS	790.03	0.00	0.00	790.03

Vendor#	Vendor Name	Class	Pay Code
14080 ✓	CORROHEALTH, INC.		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
2024050		09/24/202	08/31/202	09/30/202		2,362.95	0.00	0.00	2,362.95 ✓

Country

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14080	CORROHEALTH, INC.	2,362.95	0.00	0.00	2,362.95

Vendor#	Vendor Name	Class	Pay Code
10789 ✓	DISCOVERY MEDICAL NETWORK INC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
MMC091525		09/23/202	09/15/202	09/16/202		116,524.91	0.00	0.00	116,524.91 ✓

Physician Services 9/1 - 9/15/25

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10789	DISCOVERY MEDICAL NETWORK INC	116,524.91	0.00	0.00	116,524.91

11291 ✓ DOWELL PEST CONTROL

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 59321		09/23/202	09/22/202	10/01/202			260.00	0.00	0.00	260.00 ✓
✓ 59367		09/23/202	09/22/202	10/01/202			505.00	0.00	0.00	505.00 ✓
✓ 59378		09/23/202	09/22/202	10/01/202			105.00	0.00	0.00	105.00 ✓
✓ 59377		09/23/202	09/22/202	10/01/202			160.00	0.00	0.00	160.00 ✓

Vendor Totals: Number Name Gross Discount No-Pay Net
 11291 DOWELL PEST CONTROL 1,030.00 0.00 0.00 1,030.00

Vendor# Vendor Name Class Pay Code

11284 ✓ EMERGENCY STAFFING SOLUTIONS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 44721		09/24/202	09/30/202	10/10/202			40,062.50	0.00	0.00	40,062.50 ✓

16-EOM GR Physician Services New Admin
 Vendor Totals: Number Name Gross Discount No-Pay Net
 11284 EMERGENCY STAFFING SOLUTIONS 40,062.50 0.00 0.00 40,062.50

Vendor# Vendor Name Class Pay Code

14136 ✓ EPI-EDWARD PLUMBING

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 69235		09/23/202	09/17/202	09/23/202			1,379.00	0.00	0.00	1,379.00 ✓

Annual Backflow Tests x 3
 Vendor Totals: Number Name Gross Discount No-Pay Net
 14136 EPI-EDWARD PLUMBING 1,379.00 0.00 0.00 1,379.00

Vendor# Vendor Name Class Pay Code

14336 ✓ FIRETRON, INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 297355		09/23/202	08/25/202	09/24/202			250.00	0.00	0.00	250.00 ✓
✓ 299970		09/25/202	09/22/202	10/01/202			970.50	0.00	0.00	970.50 ✓
✓ 299968		09/25/202	09/22/202	10/01/202			993.00	0.00	0.00	993.00 ✓

Replaced sprinkler head - 3rd floor
 Monitored extinguisher (batteries)
 Service Model/Source
 Vendor Totals: Number Name Gross Discount No-Pay Net
 14336 FIRETRON, INC 2,213.50 0.00 0.00 2,213.50

Vendor# Vendor Name Class Pay Code

17276 ✓ FIRST UNITED METHODIST CHURCH

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 100125		09/24/202	10/01/202	10/01/202			1,450.00	0.00	0.00	1,450.00 ✓

October 2025
 Vendor Totals: Number Name Gross Discount No-Pay Net
 17276 FIRST UNITED METHODIST CHURCH 1,450.00 0.00 0.00 1,450.00

Vendor# Vendor Name Class Pay Code

F1400 ✓ FISHER HEALTHCARE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2757138		09/01/202	08/05/202	08/30/202			870.22	0.00	0.00	870.22 ✓
✓ 3635268		09/17/202	09/15/202	10/10/202			-130.42	0.00	0.00	-130.42 ✓
✓ 3668730		09/17/202	09/16/202	10/11/202			136.87	0.00	0.00	136.87 ✓
✓ 3668731		09/17/202	09/16/202	10/11/202			148.28	0.00	0.00	148.28 ✓
✓ 3701563		09/24/202	09/17/202	10/12/202			932.95	0.00	0.00	932.95 ✓

Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		F1400	FISHER HEALTHCARE				1,957.90	0.00	0.00	1,957.90	
Vendor#	Vendor Name			Class	Pay Code						
12636	FUSION CONNECT										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	1029441924A		09/25/202	09/16/202	10/01/202			778.81	0.00	0.00	778.81
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		12636	FUSION CONNECT				778.81	0.00	0.00	778.81	
Vendor#	Vendor Name			Class	Pay Code						
15208	HOSPITAL CARE CONSULTANTS INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	6929		09/24/202	09/30/202	10/10/202			23,663.00	0.00	0.00	23,663.00
	16-EOM										
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		15208	HOSPITAL CARE CONSULTANTS INC.				23,663.00	0.00	0.00	23,663.00	
Vendor#	Vendor Name			Class	Pay Code						
K1049	KENTEC MEDICAL INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	1206587		09/24/202	09/17/202	09/24/202			76.22	0.00	0.00	76.22
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		K1049	KENTEC MEDICAL INC				76.22	0.00	0.00	76.22	
Vendor#	Vendor Name			Class	Pay Code						
11600	LEGAL SHIELD										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	091525		09/23/202	09/15/202	09/29/202			443.80	0.00	0.00	443.80
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		11600	LEGAL SHIELD				443.80	0.00	0.00	443.80	
Vendor#	Vendor Name			Class	Pay Code						
10972	M G TRUST										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	092325		09/23/202	09/23/202	09/23/202			895.00	0.00	0.00	895.00
	090925A		09/23/202	09/23/202	09/23/202			895.00	0.00	0.00	895.00
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		10972	M G TRUST				1,790.00	0.00	0.00	1,790.00	
Vendor#	Vendor Name			Class	Pay Code						
M2178	MCKESSON MEDICAL SURGICAL INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	24349426		09/24/202	09/17/202	10/02/202			43.21	0.00	0.00	43.21
	24373477		09/24/202	09/22/202	10/07/202			556.16	0.00	0.00	556.16
	24373509		09/24/202	09/22/202	10/07/202			236.76	0.00	0.00	236.76
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		M2178	MCKESSON MEDICAL SURGICAL INC				836.13	0.00	0.00	836.13	
Vendor#	Vendor Name			Class	Pay Code						
11612	MEDICAL AIR SERVICES ASSOC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	2191864		09/23/202	09/23/202	09/23/202			1,401.00	0.00	0.00	1,401.00

Vendor Totals: Number Name		Gross	Discount	No-Pay	Net				
11612	MEDICAL AIR SERVICES ASSOC,	1,401.00	0.00	0.00	1,401.00				
Vendor#	Vendor Name	Class	Pay Code						
18092	MEDICAL SOLUTIONS LLC								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
200991875		09/17/202	08/31/202	10/14/202		2,070.00	0.00	0.00	2,070.00 ✓
201003864		09/24/202	09/22/202	10/01/202		2,622.00	0.00	0.00	2,622.00 ✓
201005900		09/24/202	09/23/202	10/01/202		2,777.25	0.00	0.00	2,777.25 ✓
Vendor Totals: Number Name		Gross	Discount	No-Pay	Net				
18092	MEDICAL SOLUTIONS LLC	7,489.25	0.00	0.00	7,489.25				

Vendor#	Vendor Name	Class	Pay Code							
M2470	MEDLINE INDUSTRIES INC	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2384137542		09/01/202	08/14/202	09/08/202			296.88	0.00	0.00	296.88 ✓
✓ 2388926838		09/17/202	09/16/202	10/11/202			229.88	0.00	0.00	229.88 ✓
✓ 2389035103		09/24/202	09/17/202	10/12/202			607.88	0.00	0.00	607.88 ✓
✓ 2389033493		09/24/202	09/17/202	10/12/202			1,245.03	0.00	0.00	1,245.03 ✓
✓ 2389035106		09/24/202	09/17/202	10/12/202			54.47	0.00	0.00	54.47 ✓
✓ 2389035108		09/24/202	09/17/202	10/12/202			17,773.30	0.00	0.00	17,773.30 ✓
✓ 2389033489		09/24/202	09/17/202	10/12/202			7.05	0.00	0.00	7.05 ✓
✓ 2389033490		09/24/202	09/17/202	10/12/202			210.40	0.00	0.00	210.40 ✓
✓ 2389033491		09/24/202	09/17/202	10/12/202			304.72	0.00	0.00	304.72 ✓
✓ 2389035107		09/24/202	09/17/202	10/12/202			304.72	0.00	0.00	304.72 ✓
✓ 2389310007		09/24/202	09/18/202	10/13/202			53.14	0.00	0.00	53.14 ✓
✓ 2389356436		09/24/202	09/18/202	10/13/202			-296.88	0.00	0.00	-296.88 ✓
✓ 2389356437		09/24/202	09/18/202	10/13/202			-35.65	0.00	0.00	-35.65 ✓
✓ 2389481166		09/24/202	09/19/202	10/14/202			5.14	0.00	0.00	5.14 ✓
✓ 2389481165		09/24/202	09/19/202	10/14/202			20.68	0.00	0.00	20.68 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
M2470 MEDLINE INDUSTRIES INC							20,780.76	0.00	0.00	20,780.76

Vendor#	Vendor Name	Class	Pay Code									
10963	MEMORIAL MEDICAL CLINIC											
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	091925		09/23/202	09/19/202	09/19/202			20.00	0.00	0.00	20.00	✓
✓	091925A		09/23/202	09/19/202	09/19/202			20.00	0.00	0.00	20.00	✓
✓	090825A		09/23/202	09/23/202	09/23/202			5.70	0.00	0.00	5.70	✓

Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
10963		MEMORIAL MEDICAL CLINIC					45.70	0.00	0.00	45.70
Vendor#	Vendor Name		Class		Pay Code					
10536	MORRIS & DICKSON CO, LLC									
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	0066504		09/23/202	09/15/202	09/25/202		2,345.66	0.00	0.00	2,345.66 ✓
✓	0066503		09/23/202	09/15/202	09/25/202		1,670.69	0.00	0.00	1,670.69 ✓
✓	3862337		09/23/202	09/17/202	09/27/202		6,381.28	0.00	0.00	6,381.28 ✓
✓	3864521		09/23/202	09/17/202	09/27/202		1,114.74	0.00	0.00	1,114.74 ✓
✓	3864520		09/23/202	09/17/202	09/27/202		25.25	0.00	0.00	25.25 ✓
✓	3870372		09/23/202	09/18/202	09/28/202		91.35	0.00	0.00	91.35 ✓
✓	3870617		09/23/202	09/18/202	09/28/202		1,007.92	0.00	0.00	1,007.92 ✓
✓	3870616		09/23/202	09/18/202	09/28/202		20.02	0.00	0.00	20.02 ✓
✓	3867745		09/23/202	09/18/202	09/28/202		8,006.86	0.00	0.00	8,006.86 ✓
✓	3876276		09/23/202	09/21/202	10/01/202		503.88	0.00	0.00	503.88 ✓
✓	3876275		09/23/202	09/21/202	10/01/202		80.57	0.00	0.00	80.57 ✓
✓	CM47142		09/23/202	09/22/202	10/02/202		-29.04	0.00	0.00	-29.04 ✓
✓	3878965		09/23/202	09/22/202	10/02/202		16,013.71	0.00	0.00	16,013.71 ✓
✓	3880905		09/23/202	09/22/202	10/02/202		15.38	0.00	0.00	15.38 ✓
✓	3880906		09/23/202	09/22/202	10/02/202		1,810.89	0.00	0.00	1,810.89 ✓
✓	4464		09/23/202	09/22/202	10/02/202		-27.56	0.00	0.00	-27.56 ✓
✓	3881133		09/23/202	09/22/202	10/02/202		154.40	0.00	0.00	154.40 ✓
✓	3852106		09/25/202	09/15/202	09/25/202		95.83	0.00	0.00	95.83 ✓

Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net
10536		MORRIS & DICKSON CO, LLC				39,281.83	0.00	0.00	39,281.83
Vendor#	Vendor Name		Class	Pay Code					
15224	MUTUAL OF OMAHA								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
001956736532		09/24/202	09/23/202	10/01/202		22,749.62	0.00	0.00	22,749.62
ms.									
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net
15224		MUTUAL OF OMAHA				22,749.62	0.00	0.00	22,749.62
Vendor#	Vendor Name		Class	Pay Code					
M2659	MXR IMAGING, INC		M						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
8801289913		09/24/202	09/11/202	10/11/202		307.98	0.00	0.00	307.98

Supplies

Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	M2659	MXR IMAGING, INC				307.98	0.00	0.00	307.98
Vendor#	Vendor Name		Class	Pay Code					
13548	NACOGDOCHES TRANSCRIPTION								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
8844		09/24/202	09/15/202	09/25/202		95.06	0.00	0.00	95.06
<i>Sept. 2020</i>									
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	13548	NACOGDOCHES TRANSCRIPTION				95.06	0.00	0.00	95.06
Vendor#	Vendor Name		Class	Pay Code					
12388	NATIONAL FARM LIFE INSURANCE								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
4578541		09/23/202	09/23/202	10/01/202		102.27	0.00	0.00	102.27
<i>Ben. Ins</i>									
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	12388	NATIONAL FARM LIFE INSURANCE				102.27	0.00	0.00	102.27
Vendor#	Vendor Name		Class	Pay Code					
O1500	OLYMPUS AMERICA INC		M						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
38549864		09/24/202	08/25/202	09/19/202		145.00	0.00	0.00	145.00
<i>Combo Cleaning Brush</i>									
38674278		09/24/202	09/17/202	10/12/202		204.60	0.00	0.00	204.60
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	O1500	OLYMPUS AMERICA INC				349.60	0.00	0.00	349.60
Vendor#	Vendor Name		Class	Pay Code					
S0905	PERFORMANCE HEALTH		M						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
IN999179457		09/24/202	09/18/202	10/13/202		46.89	0.00	0.00	46.89
<i>Theraband</i>									
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	S0905	PERFORMANCE HEALTH				46.89	0.00	0.00	46.89
Vendor#	Vendor Name		Class	Pay Code					
14764	PL-CPR, LLC								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
406		09/23/202	09/22/202	09/23/202		700.00	0.00	0.00	700.00
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	14764	PL-CPR, LLC				700.00	0.00	0.00	700.00
Vendor#	Vendor Name		Class	Pay Code					
12708	POC ELECTRIC, LLC								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
4408		09/24/202	07/29/202	08/01/202		1,954.33	0.00	0.00	1,954.33
<i>5 emergency lights</i>									
4441		09/24/202	09/22/202	10/01/202		2,643.07	0.00	0.00	2,643.07
<i>Hospital Unit - Israel 8-120 Volt Outlet</i>									
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	12708	POC ELECTRIC, LLC				4,597.40	0.00	0.00	4,597.40
Vendor#	Vendor Name		Class	Pay Code					
P2200	POWER HARDWARE		W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
A122646		09/23/202	09/20/202	09/30/202		15.98	0.00	0.00	15.98
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	P2200	POWER HARDWARE				15.98	0.00	0.00	15.98
Vendor#	Vendor Name		Class	Pay Code					

10896	✓	QIAGEN INC											
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
✓	99822839		09/24/202	09/16/202	10/16/202			1,299.91	0.00	0.00	1,299.91	✓	
<i>Admin. Serv. RDM ASK</i>													
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net		
10896 QIAGEN INC								1,299.91	0.00	0.00	1,299.91		
Vendor#	Vendor Name		Class		Pay Code								
S1001	✓	SANOFI PASTEUR INC	W										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
✓	7143697567		09/23/202	09/16/202	09/23/202			15,199.15	0.00	0.00	15,199.15	✓	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net		
S1001 SANOFI PASTEUR INC								15,199.15	0.00	0.00	15,199.15		
Vendor#	Vendor Name		Class		Pay Code								
S2001	✓	SIEMENS MEDICAL SOLUTIONS INC	M										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
✓	116788728		09/25/202	09/16/202	10/11/202			2,617.41	0.00	0.00	2,617.41		
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net		
S2001 SIEMENS MEDICAL SOLUTIONS INC								2,617.41	0.00	0.00	2,617.41		
Vendor#	Vendor Name		Class		Pay Code								
17852	✓	SINGLETON ASSOCIATES PA											
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
✓	246083125001		09/25/202	09/24/202	09/24/202			13,225.86	0.00	0.00	13,225.86	✓	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net		
17852 SINGLETON ASSOCIATES PA								13,225.86	0.00	0.00	13,225.86		
Vendor#	Vendor Name		Class		Pay Code								
S2362	✓	SMITH & NEPHEW, INC.											
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
✓	984531794		09/24/202	09/16/202	09/24/202			6,700.00	0.00	0.00	6,700.00	✓	
✓	984531793		09/24/202	09/16/202	09/24/202			6,700.00	0.00	0.00	6,700.00	✓	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net		
S2362 SMITH & NEPHEW, INC.								13,400.00	0.00	0.00	13,400.00		
Vendor#	Vendor Name		Class		Pay Code								
11296	✓	SOUTH TEXAS BLOOD & TISSUE CEN											
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
✓	107053782		09/17/202	09/15/202	10/10/202			5,625.00	0.00	0.00	5,625.00	✓	
✓	CM15816		09/17/202	09/15/202	10/10/202			-3,940.00	0.00	0.00	-3,940.00	✓	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net		
11296 SOUTH TEXAS BLOOD & TISSUE CEN								1,685.00	0.00	0.00	1,685.00		
Vendor#	Vendor Name		Class		Pay Code								
S2694	✓	STANFORD VACUUM SERVICE	M										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
✓	867071		09/23/202	08/14/202	09/23/202			625.00	0.00	0.00	625.00	✓	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net		
S2694 STANFORD VACUUM SERVICE								625.00	0.00	0.00	625.00		
Vendor#	Vendor Name		Class		Pay Code								
S3960	✓	STERICYCLE, INC											
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
✓	8012042978		09/24/202	09/18/202	10/01/202			3,211.90	0.00	0.00	3,211.90	✓	

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
S3960	STERICYCLE, INC	3,211.90	0.00	0.00	3,211.90

Vendor#	Vendor Name	Class	Pay Code

11772 ✓ STERIS INSTRUMENT MANAGEMENT

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
3090549		09/24/202	08/18/202	10/13/202			74.74	0.00	0.00	74.74 ✓

Scissor Clean, Warrant, Sharpen repair

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11772	STERIS INSTRUMENT MANAGEMENT	74.74	0.00	0.00	74.74

Vendor#	Vendor Name	Class	Pay Code

14212 ✓ SURGICAL DIRECT SOUTH

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
9365		09/24/202	09/23/202	09/23/202			3,625.00	0.00	0.00	3,625.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14212	SURGICAL DIRECT SOUTH	3,625.00	0.00	0.00	3,625.00

Vendor#	Vendor Name	Class	Pay Code

T2539 ✓ T-SYSTEM, INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2023949		09/17/202	09/10/202	10/10/202			146.00	0.00	0.00	146.00 ✓

SOFTWARE

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
T2539	T-SYSTEM, INC	146.00	0.00	0.00	146.00

Vendor#	Vendor Name	Class	Pay Code

10765 ✓ TEXAS HOSPITAL ASSOCIATION

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
0900182938B		09/19/202	08/18/202	10/10/202			1,887.25	0.00	0.00	1,887.25 ✓

OCTOBER INSTALLMENT FINAL PAY DUE

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10765	TEXAS HOSPITAL ASSOCIATION	1,887.25	0.00	0.00	1,887.25

Vendor#	Vendor Name	Class	Pay Code

10758 ✓ TEXAS SELECT STAFFING, LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
0025921B		09/24/202	09/18/202	09/19/202			3,625.00	0.00	0.00	3,625.00 ✓

Shawn Jensen 9/13/25

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
0025921A		09/24/202	09/18/202	09/19/202			3,240.00	0.00	0.00	3,240.00 ✓

Shirley Stephens 9/20/25

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
0025940		09/24/202	09/19/202	09/20/202			945.00	0.00	0.00	945.00 ✓

Shirley Stephens 9/13/25

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10758	TEXAS SELECT STAFFING, LLC	7,810.00	0.00	0.00	7,810.00

Vendor#	Vendor Name	Class	Pay Code

C2510 ✓ TRUBRIDGE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
1030122		09/23/202	05/14/202	06/08/202			20,338.25	0.00	0.00	20,338.25 ✓

Travel Reimb.

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
C2510	TRUBRIDGE	20,338.25	0.00	0.00	20,338.25

Vendor#	Vendor Name	Class	Pay Code

U1064 ✓ UNIFIRST HOLDINGS INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2921069155		09/17/202	09/15/202	10/10/202			268.33	0.00	0.00	268.33 ✓

EVS. UNIFORMS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2921069144		09/17/202	09/15/202	10/10/202			3,856.48	0.00	0.00	3,856.48 ✓

MEDSURG

✓	2921069499	09/23/202 09/18/202 10/13/202	4,072.05	0.00	0.00	4,072.05	✓
✓	2921069537	09/23/202 09/18/202 10/13/202	139.99	0.00	0.00	139.99	✓
✓	2921069502	09/23/202 09/18/202 10/13/202	66.92	0.00	0.00	66.92	✓
✓	2921069523	09/23/202 09/18/202 10/13/202	207.62	0.00	0.00	207.62	✓
✓	2921069519	09/23/202 09/18/202 10/13/202	201.60	0.00	0.00	201.60	✓
✓	2921069528	09/23/202 09/18/202 10/13/202	184.62	0.00	0.00	184.62	✓
✓	2921089512	09/24/202 09/18/202 10/13/202	289.83	0.00	0.00	289.83	✓
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net	
U1084 UNIFIRST HOLDINGS INC			9,287.44	0.00	0.00	9,287.44	

Vendor#	Vendor Name	Class	Pay Code					
V1056	VICTORIA AIR CONDITIONING LTD	W						
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
✓	219805		09/23/202	09/19/202	09/23/202			543.75
✓	220187		09/23/202	09/19/202	09/23/202			2,515.00
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net		
V1056 VICTORIA AIR CONDITIONING LTD			3,058.75	0.00	0.00	3,058.75		

Vendor#	Vendor Name	Class	Pay Code					
17832	VOCA LLC							
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
✓	41103		09/17/202	09/12/202	10/12/202			3,610.00
✓	41198	AGENCY STAFFING	09/24/202	09/19/202	10/01/202			3,467.50
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net		
17832 VOCA LLC			7,077.50	0.00	0.00	7,077.50		

Vendor#	Vendor Name	Class	Pay Code					
I1110	WERFEN USA LLC							
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
✓	9111972711		09/17/202	09/15/202	10/10/202			1,571.66
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net		
I1110 WERFEN USA LLC			1,571.66	0.00	0.00	1,571.66		

Vendor#	Vendor Name	Class	Pay Code					
10556	WOUND CARE SPECIALISTS							
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
✓	WGS00007514		09/17/202	09/16/202	10/15/202			9,225.00
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net		
10556 WOUND CARE SPECIALISTS			9,225.00	0.00	0.00	9,225.00		

Vendor#	Vendor Name	Class	Pay Code					
Z1005	ZIMMER US, INC.	W						
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
✓	9004016398		09/24/202	09/11/202	09/24/202			525.00
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net		
Z1005 ZIMMER US, INC.			525.00	0.00	0.00	525.00		

Grand Totals:	Gross	Discount	No-Pay	Net
	438,068.78	0.00	0.00	438,068.78

APPROVED ON

SEP 25 2025

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

McKESSON

STATEMENT

Company: 8000

MEMORIAL MEDICAL CENTER
AP
815 N VIRGINIA STREET
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 09/26/2025

Page: 002

DC: 8115
Customer INV SupplD:
Territory:

Customer: 632536
Date: 09/26/2025

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 09/26/2025 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 PLEASE CHECK ANY
Date: 09/26/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account 632536 Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotal: 15,454.78 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 2,451.97
09/07/2017

If Paid By 09/30/2025,
Pay This Amount:

15,145.63 USD

If Paid After 09/30/2025,
Pay this Amount:

15,454.78 USD

Due If Paid On Time: 15,145.63
USD
Disc lost if paid late: 309.15
Due If Paid Late:
USD 15,454.78

15,126.49 +
17.14 +
15,145.63 =

APPROVED ON

SEP 29 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

As of: 09/26/2025

Page: 001

Company: 8000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for Information only

DC: 8115
Customer INV SupplID:
Territory: 7001

Customer: 256342
Date: 09/26/2025

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 09/26/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 09/26/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 256342 WALMART 1098/MEM MED PHS											
09/20/2025	09/30/2025	7591683900 ✓	241057235	115Invoice	7.14	356.86		349.72 ✓		7591683900	
09/20/2025	09/30/2025	7591683901 ✓	240992526	115Invoice	0.24	11.96		11.72 ✓		7591683901	
09/20/2025	09/30/2025	7591683902 ✓	241026376	115Invoice	0.24	11.96		11.72 ✓		7591683902	
09/20/2025	09/30/2025	7591683903 ✓	241338588	115Invoice	0.24	11.96		11.72 ✓		7591683903	
09/20/2025	09/30/2025	7591683904 ✓	242100229	115Invoice	12.30	615.06		602.76 ✓		7591683904	
09/20/2025	09/30/2025	7591683905 ✓	240855707	115Invoice	14.27	713.71		699.44 ✓		7591683905	
09/20/2025	09/30/2025	7591683906 ✓	240992526	115Invoice	7.14	356.86		349.72 ✓		7591683906	
09/20/2025	09/30/2025	7591683907 ✓	241025376	115Invoice	7.14	356.86		349.72 ✓		7591683907	
09/22/2025	09/30/2025	7591923344 ✓	244389588	115Invoice	12.23	611.66		599.42 ✓		7591923344	
09/22/2025	09/30/2025	7591923345 ✓	245058754	115Invoice	6.12	305.83		299.71 ✓		7591923345	
09/22/2025	09/30/2025	7591923346 ✓	241717897	115Invoice	0.01	0.63		0.62 ✓		7591923346	
09/22/2025	09/30/2025	7591923347 ✓	241755175	115Invoice	0.01	0.32		0.31 ✓		7591923347	
09/22/2025	09/30/2025	7591923348 ✓	241473398	115Invoice	0.01	0.32		0.31 ✓		7591923348	
09/22/2025	09/30/2025	7591923349 ✓	241947224	115Invoice	0.01	0.63		0.62 ✓		7591923349	
09/23/2025	09/30/2025	7592150457 ✓	241399403	115Invoice	13.40	669.88		656.48 ✓		7592150457	
09/23/2025	09/30/2025	7592150458 ✓	241473398	115Invoice	13.40	669.88		656.48 ✓		7592150458	
09/23/2025	09/30/2025	7592150459 ✓	241717897	115Invoice	6.76	334.94		328.24 ✓		7592150459	
09/23/2025	09/30/2025	7592150460 ✓	241338588	115Invoice	1.78	88.95		87.17 ✓		7592150460	
09/23/2025	09/30/2025	7592150461 ✓	241473398	115Invoice	14.27	713.71		699.44 ✓		7592150461	
09/23/2025	09/30/2025	7592150462 ✓	241589028	115Invoice	7.14	356.86		349.72 ✓		7592150462	
09/23/2025	09/30/2025	7592150463 ✓	241338588	115Invoice	0.24	11.96		11.72 ✓		7592150463	
09/23/2025	09/30/2025	7592150464 ✓	241539485	115Invoice	0.24	11.96		11.72 ✓		7592150464	
09/23/2025	09/30/2025	7592150465 ✓	241589028	115Invoice	0.24	11.96		11.72 ✓		7592150465	
09/23/2025	09/30/2025	7592150466 ✓	241338588	115Invoice	7.14	356.86		349.72 ✓		7592150466	
09/23/2025	09/30/2025	7592161035 ✓	241755175	115Invoice	0.01	0.32		0.31 ✓		7592161035	
09/23/2025	09/30/2025	7592161036 ✓	241788052	115Invoice	0.01	0.63		0.62 ✓		7592161036	
09/23/2025	09/30/2025	7592161037 ✓	241473398	115Invoice	0.01	0.63		0.62 ✓		7592161037	
09/23/2025	09/30/2025	7592161038 ✓	241473398	115Invoice	5.53	276.46		270.93 ✓		7592161038	
09/23/2025	09/30/2025	7592161039 ✓	241589028	115Invoice	5.53	276.46		270.93 ✓		7592161039	
09/24/2025	09/30/2025	7592387490 ✓	241473398	115Invoice	2.78	139.46		136.67 ✓		7592387490	
09/24/2025	09/30/2025	7592387491 ✓	241589028	115Invoice	0.24	11.96		11.72 ✓		7592387491	

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

Company: 8000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 09/26/2025

Page: 002

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer INV SupplD:
Territory: 7001

As of: 09/26/2025 Page: 002
Mail to: Comp: 8000

Customer: 256342
Date: 09/26/2025

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 09/26/2025 ITEMS NOT PAID: (✓)

Billing Date	Due Date	Receivable Number	National Account Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
09/24/2025	09/30/2025	7592387492 ✓	241788052	115Invoice	0.24	11.96		11.72 ✓		7592387492	
09/24/2025	09/30/2025	7592387493 ✓	241589028	115Invoice	7.14	356.86		349.72 ✓		7592387493	
09/24/2025	09/30/2025	7592387494 ✓	241717897	115Invoice	7.14	356.86		349.72 ✓		7592387494	
09/24/2025	09/30/2025	7592387495 ✓	244071972	115Invoice	12.30	615.06		602.76 ✓		7592387495	
09/24/2025	09/30/2025	7592387496 ✓	241717897	115Invoice	6.70	334.94		328.24 ✓		7592387496	
09/24/2025	09/30/2025	7592387497 ✓	241788052	115Invoice	6.70	334.94		328.24 ✓		7592387497	
09/24/2025	09/30/2025	7592387498 ✓	241473398	115Invoice	14.27	713.71		699.44 ✓		7592387498	
09/24/2025	09/30/2025	7592387499 ✓	241788052	115Invoice	1.71	85.30		83.59 ✓		7592387499	
09/24/2025	09/30/2025	7592387700 ✓	241788052	115Invoice	0.01	0.32		0.31 ✓		7592387700	
09/24/2025	09/30/2025	7592387701 ✓	241852411	115Invoice	0.02	0.95		0.93 ✓		7592387701	
09/24/2025	09/30/2025	7592389791 ✓	241473398	115Invoice	3.16	158.20		155.04 ✓		7592389791	
09/24/2025	09/30/2025	7592389792 ✓	242231228	115Invoice	1.33	66.41		65.08 ✓		7592389792	
09/25/2025	09/30/2025	7592630397 ✓	241788052	115Invoice	6.70	334.94		328.24 ✓		7592630397	
09/25/2025	09/30/2025	7592630398 ✓	242287210	115Invoice	12.14	606.88		594.74 ✓		7592630398	
09/25/2025	09/30/2025	7592630399 ✓	241717897	115Invoice	7.14	356.86		349.72 ✓		7592630399	
09/25/2025	09/30/2025	7592630500 ✓	241947224	115Invoice	14.27	713.71		699.44 ✓		7592630500	
09/25/2025	09/30/2025	7592630501 ✓	242231228	115Invoice	7.09	354.35		347.26 ✓		7592630501	
09/25/2025	09/30/2025	7592650106 ✓	241589028	115Invoice	14.27	713.71		699.44 ✓		7592650106	
09/26/2025	09/30/2025	7592864661 ✓	241947224	115Invoice	0.01	0.32		0.31 ✓		7592864661	
09/26/2025	09/30/2025	7592864662 ✓	248887070	115Invoice	2.07	103.32		101.25 ✓		7592864662	
09/26/2025	09/30/2025	7592864663 ✓	241788052	115Invoice	0.46	22.89		22.43 ✓		7592864663	
09/26/2025	09/30/2025	7592864664 ✓	242678914	115Invoice	0.70	35.02		34.32 ✓		7592864664	
09/26/2025	09/30/2025	7592864665 ✓	247280908	115Invoice	0.01	0.32		0.31 ✓		7592864665	
09/26/2025	09/30/2025	7592864666 ✓	246108022	115Invoice	22.82	1,141.15		1,118.33 ✓		7592864666	
09/26/2025	09/30/2025	7592864667 ✓	242162615	115Invoice	0.26	12.94		12.68 ✓		7592864667	
09/26/2025	09/30/2025	7592864668 ✓	242231228	115Invoice	0.26	12.94		12.68 ✓		7592864668	
09/26/2025	09/30/2025	7592864669 ✓	243081590	115Invoice	0.26	12.94		12.68 ✓		7592864669	
09/26/2025	09/30/2025	7592864670 ✓	243932732	115Invoice	0.13	6.47		6.34 ✓		7592864670	
09/26/2025	09/30/2025	7592877667 ✓	244071972	115Invoice	0.13	6.47		6.34 ✓		7592877667	
09/26/2025	09/30/2025	7592877668 ✓	241717897	115Invoice	0.01	0.32		0.31 ✓		7592877668	
09/26/2025	09/30/2025	7592877669 ✓	241788052	115Invoice	0.01	0.63		0.62 ✓		7592877669	

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 09/26/2025

Page: 003

Company: 8000

To ensure proper credit to your account, detach and return this stub with your remittance.

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 256342
Date: 09/26/2025

As of: 09/26/2025 Page: 003
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 09/26/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account	Invoice Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
09/26/2025	09/30/2025	7592877669 ✓	532536	248408284	115Invoice	5.41	270.70		265.29 ✓		7592877669	
09/26/2025	09/30/2025	7592877670 ✓		248108022	115Invoice	0.01	0.32		0.31 ✓		7592877670	
09/26/2025	09/30/2025	7592877671 ✓		241717897	115Invoice	5.36	268.15		262.79 ✓		7592877671	
09/26/2025	09/30/2025	7592877672 ✓		242964880	115Invoice	1.44	71.89		70.45 ✓		7592877672	
09/26/2025	09/30/2025	7592877673 ✓		241788052	115Invoice	0.01	0.32		0.31 ✓		7592877673	
09/26/2025	09/30/2025	7592877674 ✓		241820002	115Invoice	0.01	0.32		0.31 ✓		7592877674	
09/26/2025	09/30/2025	7592877675 ✓		242897231	115Invoice	1.33	66.41		65.08 ✓		7592877675	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 256342 WALMART 1098/MEM MED PHS

Subtotals:

15,437.29 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 727.40
09/22/2025

If Paid By 09/30/2025,
Pay This Amount:

15,128.49 USD

If Paid After 09/30/2025,
Pay this Amount:

15,437.29 USD

Due If Paid On Time:

USD 15,128.49

Disc lost if paid late:

308.80

Due If Paid Late:

USD 15,437.29

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

As of: 09/26/2025

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 8000

HEB PHCY WHSE/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 820405
Date: 09/26/2025

As of: 09/26/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 820405 PLEASE CHECK ANY
Date: 09/26/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Credit Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 820405 HEB PHCY WHSE/MEM MED PHS											
09/22/2025	09/30/2025	7591701122 ✓	82509-055-230341	115Invoice	0.25	12.31		12.08 ✓		7591701122	
09/26/2025	09/30/2025	7592727131 ✓	82509-055-232381	115Invoice	0.10	5.18		5.08 ✓		7592727131	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 820405 HEB PHCY WHSE/MEM MED PHS

Subtotals:

17.49 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 727.40
09/22/2025

If Paid By 09/30/2025,
Pay This Amount:

17.14 USD

If Paid After 09/30/2025,
Pay this Amount:

17.49 USD

Due If Paid On Time:
USD

17.14

Disc lost if paid late:

0.35

Due If Paid Late:
USD

17.49

APPROVED ON

SEP 29 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333



STATEMENT

Statement Number: 70576550
Date: 09-26-2025

1 of 1

Served By: AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101Customer: WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2508DEA: RA0289276
866-451-9655Remit To: AMERISOURCEBERGEN
PO Box 905223
CHARLOTTE NC 28290-6223

Customer Number

100135284 / 037028188

Terms

Sat - Fri Due in 7 days

Summary

Not Yet Due:	0.00
Current:	230.59
Past Due:	0.00
Total Due:	230.59
Account Balance:	230.59

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
09-22-2025	10-03-2025	3227602163	7010698805	Invoice	3.59		0.00	✓ 3.59
09-22-2025	10-03-2025	3227602164	7010806132	Invoice	170.47		0.00	✓ 170.47
09-23-2025	10-03-2025	3227756246	7010615779	Invoice	1.67		0.00	✓ 1.67
09-24-2025	10-03-2025	3227903081	7010620846	Invoice	20.94		0.00	✓ 20.94
09-25-2025	10-03-2025	3228031809	7010627918	Invoice	4.93		0.00	✓ 4.93
09-26-2025	10-03-2025	3228168848	7010534447	Invoice	28.99		0.00	✓ 28.99

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
230.59	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
09-26-2025	(265.65)

APPROVED ON

SEP 29 2025

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Reminders

Due Date	Amount
10-03-2025	230.59
Total Due:	230.59

✓ MSZ



STATEMENT

Statement Number: 70592772
Date: 09-26-2025

1 of 1

Served By:
AMERISOURCEBERGEN DRUG CORP
501 PATRIOT PARKWAY
ROANOKE TX 76262-6336DEA: RA0316958
866-451-9655Customer:
WALGREENS CENTRAL FILL #21373 340B
MEMORIAL MEDICAL CENTER
4100 DALE EARNHARDT WAY 200
NORTHLAKE TX 76262-2389Remit To:
AMERISOURCEBERGEN
PO Box 978740
DALLAS TX 75397-8740

Customer Number

100568366 / 100596356

Terms

Sat - Fri Due in 7 days

Summary

Not Yet Due:	0.00
Current:	36.94
Past Due:	0.00
Total Due:	36.94
Account Balance:	36.94

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
09-22-2025	10-03-2025	3227582798	7010606693	Invoice	24.35		0.00	24.35 ✓
09-26-2025	10-03-2025	3228202877	7010641281	Invoice	12.59		0.00	12.59 ✓

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
36.94	0.00	0.00	0.00	0.00	0.00	0.00

Reminders

Due Date	Amount
10-03-2025	36.94
Total Due:	36.94

APPROVED ON

SEP 29 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS*MSL*

Gracie Archer

From: aflores@mmcporthlavaca.com (Andrie Flores) <aflores@mmcporthlavaca.com>
Sent: Monday, September 29, 2025 1:57 PM
To: Gracie Orta; Gracie Archer
Cc: Sariah Rubio
Subject: Payroll Estimates

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

MMC Payroll net pay estimate for payroll ending 10/02/2025: \$400,000.00
MMC Payroll tax deposit estimate for payroll ending 10/02/2025: \$150,000.00
HSA estimate for payroll ending 10/02/2025: \$1,200.00

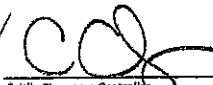
Thank you,

Andrie Flores

Human Resources Manager
Memorial Medical Center
815 N Virginia St, Port Lavaca, TX 77979
P: 361-552-0399 | F: 361.551.4505
aflores@mmcporthlavaca.com

MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT — Sep 22, 2025 - Sep 25, 2025

Date	Bank Description	MMC Notes	Amount	CPSI "Handwritten" Check #
9/25/2025	PAY PLUS ACHTrans 90022486 101000699437796 P	- 3rd Party Payor Fee	16.03	901898
9/24/2025	PAY PLUS ACHTrans 89855311 101000691933793 P	- 3rd Party Payor Fee	64.26	901899
9/23/2025	PAY PLUS ACHTrans 89610139 101000690659725 P	- 3rd Party Payor Fee	28.5	901900
9/23/2025	MCKESSON DRUG AUTO ACH ACHN6701481 9100001115	- 3408 Drug Program Expense	727.4	901901
9/22/2025	WEBFILE TAX PYMT DD 902/80301857 2100001A584	- Sales Tax	2437.58	901902
9/22/2025	PAY PLUS ACHTrans 89401112 101000699225129 P	- 3rd Party Payor Fee	172.98	901903

✓ 
Caitlin Clevenger, Controller
Memorial Medical Center

September 26, 2025

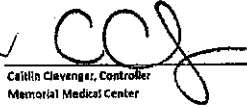
* Approved on 9.24.25
* * Approved on 9.17.25

pay
not

16.03 +
64.26 +
28.50 +
172.98 +
282.77 +

PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT — ESTIMATED ACHS

Date	Description	MMC Notes	Amount
10/8/2025	TEXNET	-DSH IGT	431,653.02

✓ 
Caitlin Clevenger, Controller
Memorial Medical Center

September 26, 2025

3,447.76 +
2,437.59 -
227.40 -
282.77 +
282.77 -
0.00 +

APPROVED ON

SEP 29 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

DSH-IGT



Transaction Summary

Transaction Complete
Trace #

**Texas Health and Human Services Commission
Memorial Medical Center Operating County**

Payment Total	\$431,653.02
Bank Routing and Account Number	
Settlement Date	10/8/2025
DSH Amount	\$431,653.02
Entered By	Caitlin Clevenger

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 25 2025

MEMORIAL MEDICAL CENTER

09/25/2025

11:27

AP Open Invoice List

0

CALHOUN COUNTY, TEXAS

Due Dates Through: 10/17/2025

ap_open_invoice.template

Vendor# Vendor Name

13004 ✓ TUSCANY VILLAGE

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓ 091825		09/24/202	09/18/202	10/17/202		2,700.00	0.00	0.00	2,700.00 ✓
✓ 091825A	ins. pmt. dep. into mmc opt in error	09/24/202	09/18/202	10/17/202		165.00	0.00	0.00	165.00 ✓
✓ 091925		09/24/202	09/19/202	10/17/202		215.00	0.00	0.00	215.00 ✓
✓ 092225		09/24/202	09/22/202	10/17/202		520.00	0.00	0.00	520.00 ✓
✓ 092225A		09/24/202	09/22/202	10/17/202		11,520.00	0.00	0.00	11,520.00 ✓
✓ 092325		09/24/202	09/23/202	10/17/202		845.00	0.00	0.00	845.00 ✓

Vendor Totals: Number Name
13004 TUSCANY VILLAGE

Gross Discount No-Pay Net
15,965.00 0.00 0.00 15,965.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
APPROVED ON	15,965.00	0.00	0.00	15,965.00

SEP 25 2025

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

09/25/2025
11:29

SEP 25 2025

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Due Dates Through: 10/17/2025

Vendor# Vendor Name

Class Pay Code

12792 ✓ LAVACA BAY NURSING AND REHAB

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 091725		09/24/202	09/17/202	10/17/202			1,462.64	0.00	0.00	1,462.64 ✓
✓ 091925	ins. pmt. dep. into mmc in apt in error	09/24/202	09/19/202	10/17/202			6,571.80	0.00	0.00	6,571.80 ✓
✓ 091925A		09/24/202	09/19/202	10/17/202			5,920.68	0.00	0.00	5,920.68 ✓
✓ 091925B		09/24/202	09/19/202	10/17/202			65,820.05	0.00	0.00	65,820.05 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12792	LAVACA BAY NURSING AND REHAB	79,775.17	0.00	0.00	79,775.17

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	79,775.17	0.00	0.00	79,775.17

APPROVED ON

SEP 25 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Cantex Transfer
Prosperity Accounts
9/26/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	ACH Transfer-In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Ashford Gardens		60.52	-	-		60.52	0
						Bank Balance	60.52
						Variance	-
						Leave in Balance	100.00

Routing Information for Ashford Gardens:

Ashford Health Care Center Ltd Co
JP Morgan Chase Bank

Broadmoor	102.11	-	-			Adjust Balance/Transfer Amt	(39.48)	
							102.11	0
						Bank Balance	102.11	
						Variance	-	
						Leave in Balance	100.00	

Fort Bend	2,088.18	1,938.18				Adjust Balance/Transfer Amt	2.11	
							100.00	0
						Bank Balance	100.00	
						Variance	-	
						Leave in Balance	100.00	

Fort Bend	125.36	-	40,064.12			Adjust Balance/Transfer Amt	-	
							40,189.48	✓
						Bank Balance	40,189.48	
						Variance	-	
						Leave in Balance	100.00	

Southwest Houston	2,344.22	2,244.22	137,343.60			Adjust Balance/Transfer Amt	40,089.48	
							137,443.60	✓
						Bank Balance	137,443.60	
						Variance	-	
						Leave in Balance	100.00	

40,089.48 +
137,343.60 +
177,433.08 0

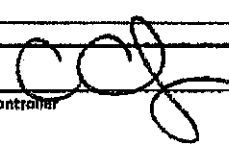
Houston / Fort Bend / Broadmoor

APPROVED ON
SEP 29 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Adjust Balance/Transfer Amt 137,343.60

TOTAL TRANSFERS 177,433.08

Approved: 
Calvin Clevenger, Controller 45,926.00

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

Ashford Gardens

Transfer-Out	Transfer-In	MMC PORTION	NH PORTION

-	-	-	-
✓	✓	-	-
-	-	-	-
-	-	-	-
-	-	-	-

Broadmoor

Transfer-Out	Transfer-In	MMC PORTION	NH PORTION

-	-	-	-
✓	✓	-	-
-	-	-	-
-	-	-	-
-	-	-	-

Crescent

9/24/2025 WIRE OUT CANTEX HEALTH CARE CENTERS III

Transfer-Out	Transfer-In	MMC PORTION	NH PORTION

1,938.18	-	-	-
✓	✓	-	-
-	-	-	-
-	-	-	-
-	-	-	-
1,938.18	-	-	-

Fert Bend

9/24/2025 Deposit

9/23/2025 NOVITAS SOLUTION HCCLAIMPMT 675663 420000153

9/22/2025 NOVITAS SOLUTION HCCLAIMPMT 675663 420000188

Transfer-Out	Transfer-In	MMC PORTION	NH PORTION

-	141.00	-	141.00
-	34,268.30	-	34,268.30
✓	5,654.82	-	5,654.82
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	40,064.12	-	40,064.12

Solera at West Houston

9/25/2025 NOVITAS SOLUTION HCCLAIMPMT 676310 420000113

9/24/2025 WIRE OUT CANTEX HEALTH CARE CENTERS III

9/23/2025 NOVITAS SOLUTION HCCLAIMPMT 676310 420000153

9/22/2025 NOVITAS SOLUTION HCCLAIMPMT 676310 420000188

Transfer-Out	Transfer-In	MMC PORTION	NH PORTION

-	577.86	-	577.86
2,244.22	-	-	-
-	18,565.79	-	18,565.79
-	118,199.95	-	118,199.95
-	-	-	-
-	-	-	-
2,244.22	137,343.60	-	137,343.60
-	-	-	-
-	177,407.72	-	177,407.72

TOTALS

Balances Overview

Account Name

*4357 MEMORIAL MEDICAL - OPERATING	\$1,968,559.37	\$2,042,769.66	\$1,988,559.37	\$1,847,823.24
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$60.52 ✓ ✓	\$60.52	\$60.52	\$60.52
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$102.11 ✓ ✓	\$102.11	\$102.11	\$102.11
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$100.00 ✓ ✓	\$100.00	\$100.00	\$100.00
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$137,443.60 ✓	\$137,546.10	\$137,443.60	\$136,865.74
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$40,189.48 ✓ ✓	\$40,189.48	\$40,189.48	\$40,189.48
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$128,948.66 ✓	\$453,483.79	\$128,948.66	\$126,227.32
*4551 CAL CO INDIGENT HEALTHCARE	\$4,843.63	\$4,843.63	\$4,843.63	\$4,843.63
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$41,419.45 ✓	\$41,419.45	\$41,419.45	\$38,752.89
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$100.14 ✓	\$100.14	\$100.14	\$100.14
*5506 MMC -NH LAVACA BAY NURSING & REHAB	\$223,311.89 ✓	\$590,820.08	\$223,311.89	\$211,597.00
*3407 MMC -NH TUSCANY VILLAGE	\$373,424.41 ✓	\$467,320.98	\$373,424.41	\$99,677.21
*2998 MMC -MONEY MARKET FUND	\$68,728.82	\$68,728.82	\$68,728.82	\$68,728.82
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	\$15,611.20	\$15,611.20	\$15,611.20	\$14,794.81
Total Balance	\$3,002,843.28	\$3,863,095.96	\$3,002,843.28	\$2,589,862.91

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
9/26/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Golden Creek		497,044.37	495,623.05	127,527.34		128,948.66	127,527.34

Bank Balance Variance
Leave in Balance
QIPP YR 7 ADJ 2
RECOUP FOR MMC

128,948.66
100.00
274.11
740.15

Routine information for Golden Creek:
Nexion Health at Golden Creek
Wells Fargo Bank, N.A.

July Interest
Aug Interest
Sept Interest

229.79
77.27

Adjust Balance/Transfer Amt 127,527.34

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

APPROVED ON

SEP 29 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Approved:

Carlton Cleveland, Controller

9/26/2025

Golden Creek

9/25/2025 HNB - ECHO HCCLAIMPMT 746003411 440000214872
 9/24/2025 WIRE OUT NEXION HEALTH d/b/a GOLDEN CREEK HC
 9/24/2025 Deposit
 9/23/2025 NOVITAS SOLUTION HCCLAIMPMT 676097 420000153
 9/22/2025 TSYS/TRANSFIRST CR CD DEP 543684555876917 43
 9/22/2025 LUMINOS HOLDCO L Golden Cre 113114890693007
 9/22/2025 HNB - ECHO HCCLAIMPMT 746003411 440000281596
 9/22/2025 LUMINOS HOLDCO L Golden Cre 113114890692959
 9/22/2025 HEALTH HUMAN SVC HCCLAIMPMT 17460034113011 2

HEALTH HUMAN SVC HCCLAIMPMT 17460034113011 2

Transfer-Out	MMC	
	Transfer-In	PORTION
		NH PORTION
✓ 495,623.05	2,721.34	2,721.34
	51,945.07	51,945.07
	63,966.05	63,966.05
	969.45	969.45
	2,026.76	2,026.76
	43.42	43.42
	2,244.12	2,244.12
	3,611.13	3,611.13
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
495,623.05	127,527.34	- 127,527.34

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,968,559.37	\$2,042,769.66	\$1,968,559.37	\$1,847,823.24
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$60.52	\$60.52	\$60.52	\$60.52
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$102.11	\$102.11	\$102.11	\$102.11
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$100.00	\$100.00	\$100.00	\$100.00
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$137,443.60	\$137,546.10	\$137,443.60	\$136,865.74
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$40,189.48	\$40,189.48	\$40,189.48	\$40,189.48
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$128,948.66	\$453,483.79	\$128,948.66	\$126,227.32
*4551 CAL CO INDIGENT HEALTHCARE	\$4,843.63	\$4,843.63	\$4,843.63	\$4,843.63
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$41,419.45	\$41,419.45	\$41,419.45	\$38,752.89
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$100.14	\$100.14	\$100.14	\$100.14
*5506 MMC -NH LAVACA BAY NURSING & REHAB	\$223,311.89	\$590,820.08	\$223,311.89	\$211,597.00
*3407 MMC -NH TUSCANY VILLAGE	\$373,424.41	\$467,320.98	\$373,424.41	\$99,677.21
*2998 MMC -MONEY MARKET FUND	\$68,728.82	\$68,728.82	\$68,728.82	\$68,728.82
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	\$15,611.20	\$15,611.20	\$15,611.20	\$14,794.81
Total Balance	\$3,002,843.28	\$3,863,095.96	\$3,002,843.28	\$2,589,862.91

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
9/26/2025

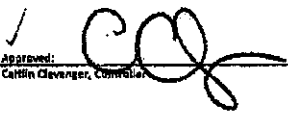
Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Gulf Points Plaza, Private Pay		19,103.96	17,318.17	99,613.66			41,419.45	39,693.66
						Bank Balance	41,419.45	
						Variance		
						Leave in Balance	100.00	
						Claims owed to MIMC	1,175.72	
						Claims owed to MIMC	49.00	
						Claims owed to MIMC	361.07	
						Adjust Balance/Transfer Amt	39,693.66	

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Gulf Points Plaza, Private Pay		100.14					100.14	NO TRANSFER
						Bank Balance	100.14	
						Variance		
						Leave in Balance	100.00	
						Adjust Balance/Transfer Amt	0.14	

Auditing Information for Gulf Points Plaza:

TOTAL TRANSFERS

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MIMC deposited as open account.

Approved: 
Caitlin Clevenger, Controller 9/26/2025

APPROVED ON
SEP 29 2025
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Gulf Breeze Plaza - Private Pay

9/25/2025 HNB - ECHO HCCLAIMPMT 746003411 440000214878
9/25/2025 HNB - ECHO HCCLAIMPMT 746003411 440000214861
9/24/2025 WIRE OUT HMG Rockport SNF, LP - Commerical
9/24/2025 HNB - ECHO HCCLAIMPMT 746003411 440000277313
9/23/2025 HNB - ECHO HCCLAIMPMT 746003411 440000236551
9/23/2025 HNB - ECHO HCCLAIMPMT 746003411 440000236363
9/22/2025 HNB - ECHO HCCLAIMPMT 746003411 440000281596

Transfer-Out	Transfer-In	MMC	
		PORTION	NH PORTION
	49.00		49.00
	2,617.56		2,617.56
17,318.17			-
	5,114.35		5,114.35
	24.00		24.00
	26,325.36		26,325.36
	5,503.39		5,503.39
	-		-
17,318.17	39,633.66	-	39,633.66

Gulf Breeze Plaza - Medicare/Medicaid

NO activity

Transfer-Out	Transfer-In	MMC	
		PORTION	NH PORTION
-	-		-
-	-		-
-	-		-
17,318.17	39,633.66	-	39,633.66

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,968,559.37	\$2,042,769.66	\$1,968,559.37	\$1,847,823.24
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$60.52	\$60.52	\$60.52	\$60.52
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$102.11	\$102.11	\$102.11	\$102.11
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$100.00	\$100.00	\$100.00	\$100.00
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$137,443.60	\$137,546.10	\$137,443.60	\$136,865.74
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$40,189.48	\$40,189.48	\$40,189.48	\$40,189.48
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$128,948.66	\$453,483.79	\$128,948.66	\$126,227.32
*4551 CAL CO INDIGENT HEALTHCARE	\$4,843.63	\$4,843.63	\$4,843.63	\$4,843.63
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$41,419.45 ✓	\$41,419.45	\$41,419.45	\$38,752.89
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$100.14 ✓	\$100.14	\$100.14	\$100.14
*5506 MMC -NH LAVACA BAY NURSING & REHAB	\$223,311.89	\$590,820.08	\$223,311.89	\$211,597.00
*3407 MMC -NH TUSCANY VILLAGE	\$373,424.41	\$467,320.98	\$373,424.41	\$99,677.21
*2998 MMC -MONEY MARKET FUND	\$68,728.82	\$68,728.82	\$68,728.82	\$68,728.82
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	\$15,611.20	\$15,611.20	\$15,611.20	\$14,794.81
Total Balance	\$3,002,843.28	\$3,863,095.96	\$3,002,843.28	\$2,589,862.91

Memorial Medical Center
Nursing Home UPI
Weekly Tuscany Transfer
Prosperity Accounts
9/26/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cls Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Prosperity Accounts~~		192,716.36	192,616.36	373,324.41	-	-	373,424.41	373,324.41
						Bank Balance Variance	373,424.41	
						Less: In Balance	100.00	

Adjust Balance/Transfer Amt 373,324.41

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Cash account has a base balance of \$100 that MMC deposited to open account.

Approved: COJ
Caitlin Cleveland, Controller 9/16/2025

APPROVED ON

SEP 29 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Tuscan Village

9/25/2025 Deposit
9/25/2025 NOVITAS SOLUTION HCCLAIMPMT 676201 420000113
9/24/2025 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE
9/24/2025 Deposit
9/23/2025 HNB - ECHO HCCLAIMPMT 746003411 440000236363
9/22/2025 HNB - ECHO HCCLAIMPMT 746003411 440000281596
9/22/2025 NOVITAS SOLUTION HCCLAIMPMT 676201 420000188

Transfer-Out	Transfer-In	MMC	
		PORTION	NH PORTION
	16.80		16.80
J	273,730.40		273,730.40
192,616.36			-
	57,520.64		57,520.64
	2,263.07		2,263.07
	16,489.55		16,489.55
	23,303.95		23,303.95
	-		-
	-		-
	-		-
	-		-
J	J		-
192,616.36	373,324.41	-	373,324.41

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,968,559.37	\$2,042,769.66	\$1,968,559.37	\$1,847,823.24
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$60.52	\$60.52	\$60.52	\$60.52
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$102.11	\$102.11	\$102.11	\$102.11
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$100.00	\$100.00	\$100.00	\$100.00
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$137,443.60	\$137,546.10	\$137,443.60	\$136,865.74
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$40,189.48	\$40,189.48	\$40,189.48	\$40,189.48
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$128,948.66	\$453,483.79	\$128,948.66	\$126,227.32
*4551 CAL CO INDIGENT HEALTHCARE	\$4,843.63	\$4,843.63	\$4,843.63	\$4,843.63
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$41,419.45	\$41,419.45	\$41,419.45	\$38,752.89
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$100.14	\$100.14	\$100.14	\$100.14
*5506 MMC -NH LAVACA BAY NURSING & REHAB	\$223,311.89	\$590,820.08	\$223,311.89	\$211,597.00
*3407 MMC -NH TUSCANY VILLAGE	\$373,424.41	\$467,320.98	\$373,424.41	\$99,677.21
*2998 MMC -MONEY MARKET FUND	\$68,728.82	\$68,728.82	\$68,728.82	\$68,728.82
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	\$15,611.20	\$15,611.20	\$15,611.20	\$14,794.81
Total Balance	\$3,002,843.28	\$3,863,095.96	\$3,002,843.28	\$2,589,862.91

Memorial Medical Center
Nursing Home UPL
Weekly HSL Transfer
Prosperity Accounts
9/26/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cls Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
AVON STAR NURSING HOME		155,235.46	84,090.16	152,106.59			223,311.49	128,809.56
						Bank Balance	223,311.49	
						Variance	-	
						Leave in Balance	100.00	
						ATLUS OWED TO MMC	70,644.47	
						Claims owed to Tuscany	23,197.03	
						July Interest	249.98	
						August Interest	210.45	

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

Adjust Balance/Transfer Amt 128,809.56

Approved: 
Calvin Cleveland, Controller

9/26/2025

APPROVED ON
SEP 29 2025
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Lavaca Bay Nursing and Rehab

		MMC	
<u>Transfer-Out</u>	<u>Transfer-In</u>	<u>PORTION</u>	<u>NN PORTION</u>
✓ 84,090.16	11,714.89		11,714.89
	1,546.44		1,546.44
	60,579.59		60,579.59
	4,387.93		4,387.93
	73,877.74		73,877.74
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
J	J-		-
			-
84,090.16	152,106.59	-	152,106.59

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,968,559.37	\$2,042,769.66	\$1,968,559.37	\$1,847,823.24
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$60.52	\$60.52	\$60.52	\$60.52
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$102.11	\$102.11	\$102.11	\$102.11
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$100.00	\$100.00	\$100.00	\$100.00
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$137,443.60	\$137,546.10	\$137,443.60	\$136,865.74
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$40,189.48	\$40,189.48	\$40,189.48	\$40,189.48
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$128,948.66	\$453,483.79	\$128,948.66	\$126,227.32
*4551 CAL CO INDIGENT HEALTHCARE	\$4,843.63	\$4,843.63	\$4,843.63	\$4,843.63
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$41,419.45	\$41,419.45	\$41,419.45	\$38,752.89
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$100.14	\$100.14	\$100.14	\$100.14
*5506 MMC -NH LAVACA BAY NURSING & REHAB	\$223,311.89	\$590,820.08	\$223,311.89	\$211,597.00
*3407 MMC -NH TUSCANY VILLAGE	\$373,424.41	\$467,320.98	\$373,424.41	\$99,677.21
*2998 MMC -MONEY MARKET FUND	\$68,728.82	\$68,728.82	\$68,728.82	\$68,728.82
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	\$15,611.20	\$15,611.20	\$15,611.20	\$14,794.81
Total Balance	\$3,002,843.28	\$3,863,095.96	\$3,002,843.28	\$2,589,862.91

Lavaca Bay

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

Tuscany

Date Requested:

9/26/2025

A

Y

E

E

APPROVED ON

SEP 29 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest: Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT:

\$

23,297.03 ✓

G/L NUMBER:

EXPLANATION:

Claims owed from Lavaca Bay to Tuscany

REQUESTED BY:

Michelle Cumberland

AUTHORIZED BY:

✓
Eric Cleveland

Gracie Archer

From: cclevenger@mmcportlavaca.com (Caitlin Clevenger)
<cclevenger@mmcportlavaca.com>
Sent: Tuesday, September 30, 2025 11:59 AM
To: Gracie Archer
Cc: Erin Clevenger; Michelle Cumberland
Subject: FW: Round 3 ATLIS IGT
Attachments: SFY 2025 Round 3 ATLIS Payment and IGT Summary.xlsx

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Gracie,

We just received notice of an IGT payment for ATLIS that is due this Friday in the amount of \$21,522. The email wasn't sent out until after work hours yesterday and there was no way we would have been able to submit to you on time for your report to court. Is there any way to get this approved tomorrow? This is a state funded program payment that we cannot miss. Please let me know what we need to do on our end for court approval tomorrow. In the meantime we are notifying our representative for ATLIS that we need payment information from this point as soon as possible in order to stay compliant with the County. Please let me know if you can get this on the list and if we need to provide any further information.

Thank you!

The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachments.

Caitlin Clevenger

Controller
Memorial Medical Center
815 N Virginia St
Port Lavaca, TX 77979
Ph: 361.552.0272

From: Erin Clevenger
Sent: Tuesday, September 30, 2025 11:40 AM
To: Caitlin Clevenger <cclevenger@mmcportlavaca.com>
Subject: FW: Round 3 ATLIS IGT

Subject: Round 3 ATLIS IGT

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Attached is the file for the 3rd Round of ATLIS Year 1 IGT that will go out this week. There were a few adjustments based on payment for Round 2.

Paul Aslin
817-980-8951



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20. Adjourn.
JB/RB 10:38am