



November 1, 2023

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:

Richard Meyer
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
(ABSENT) 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 10:00am by Judge Richard Meyer

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese
Texas Flag: Commissioner Vern Lyssy

4. General Discussion of Public Matters and Public Participation.

n/a

5. Consider and take necessary action to accept a survey from G & W Engineers as a true and correct representation of a Survey Plat showing 0.55-acre of Bayside Beach Subdivision, Volume Z, Page 27 of the Calhoun County Plat Records, Benito Morales Survey, Abstract No. 28, Calhoun County, Texas. (DEH)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

6. Consider and take necessary action on the General Interlocal Agreement between Calhoun County and the West Side Calhoun County Navigation District and authorize the County Judge to sign the agreement. (GDR)

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

7. 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 2024.01 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Thursday, November 30, 2023. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

8. 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 2024.02 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Thursday, November 30, 2023. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

9. 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 2024.03 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Thursday, November 30, 2023. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

10. Consider and take necessary action to approve the District Judges' order to appoint Candice A. Villarreal as County Auditor. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

11. Consider and take necessary action to accept a check for \$1,930.25 from Janik Alligators LLC for the 2023 Green Lake Project. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

12. Approve the minutes of the October 18, 2023 meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

13. Accept Monthly Reports from the following County Offices:

- i. Tax Assessor-Collector – September 2023.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

14. Consider and take necessary action on any necessary budget adjustments. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

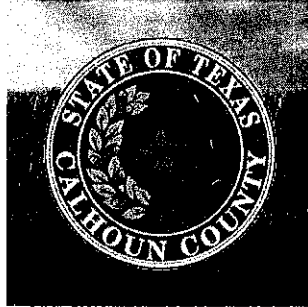
15. Approval of bills and payroll. (RHM)

MMC Bills

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

County Bills

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



CALHOUN COUNTY COMMISSIONERS' COURT PACKET COMPLETION SHEET

✓

All Agenda Items Properly Numbered

✓

Contracts Completed and Signed

N/A

**All 1295's Flagged for Acceptance
(number of 1295's ____)**

N/A

**All Documents for Clerk Signature Flagged
(All documents needing to be attested to need to be
signed day of Commissioner's Court.)**

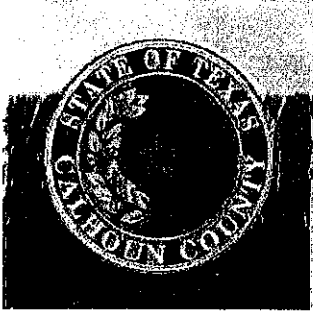
On this 2nd day of November 2023, the packet

for the 1st of November 2023 Commissioners Court
Regular Session was submitted from the Calhoun County Judge's office to
the Calhoun County Clerk's Office.

A handwritten signature in cursive script, appearing to read "MBassel", is written over a horizontal line.

Calhoun County Judge/Assistant

AGENDA



Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
Vern Lyssy, 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, November 1, 2023 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.

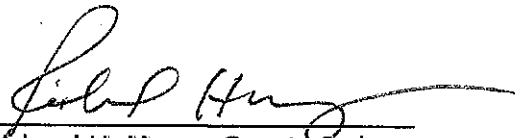
AGENDA

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. Consider and take necessary action to accept a survey from G & W Engineers as a true and correct representation of a Survey Plat showing 0.55-acre of Bayside Beach Subdivision, Volume Z, Page 27 of the Calhoun County Plat Records, Benito Morales Survey, Abstract No. 28, Calhoun County, Texas. (DEH)
6. Consider and take necessary action on the General Interlocal Agreement between Calhoun County and the West Side Calhoun County Navigation District and authorize the County Judge to sign the agreement. (GDR)
7. 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 2024.01 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Thursday, November 30, 2023. (RHM)
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AT 10:45 FILED 10:45 A.M.
OCT 27 2023
COUNTY CLERK
BY: K. Smith DEPUTY

9. 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 2024.03 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Thursday, November 30, 2023. (RHM)
10. Consider and take necessary action to approve the District Judges' order to appoint Candice A. Villarreal as County Auditor. (RHM)
11. Consider and take necessary action to accept a check for \$1,930.25 from Janik Alligators LLC for the 2023 Green Lake Project. (RHM)
12. Approve the minutes of the October 18, 2023 meeting.
13. Accept Monthly Reports from the following County Offices:
 1. Tax Assessor-Collector – September 2023
14. Consider and take necessary action on any necessary budget adjustments. (RHM)
15. Approval of bills and payroll. (RHM)


Richard H. Meyer, County Judge
Calhoun County, Texas

A copy of this Notice has been placed on the outside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public at all times. This Notice shall remain posted continuously for at least 72 hours 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.

05

5. Consider and take necessary action to accept a survey from G & W Engineers as a true and correct representation of a Survey Plat showing 0.55-acre of Bayside Beach Subdivision, Volume Z, Page 27 of the Calhoun County Plat Records, Benito Morales Survey, Abstract No. 28, Calhoun County, Texas. (DEH)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

David E. Hall

Calhoun County Commissioner, Precinct #1

202 S. Ann
Port Lavaca, TX 77979



(361)552-9242
Fax (361)553-8734

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

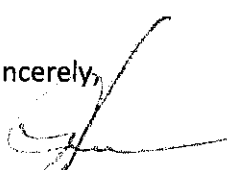
RE: AGENDA ITEM

Dear Judge Meyer,

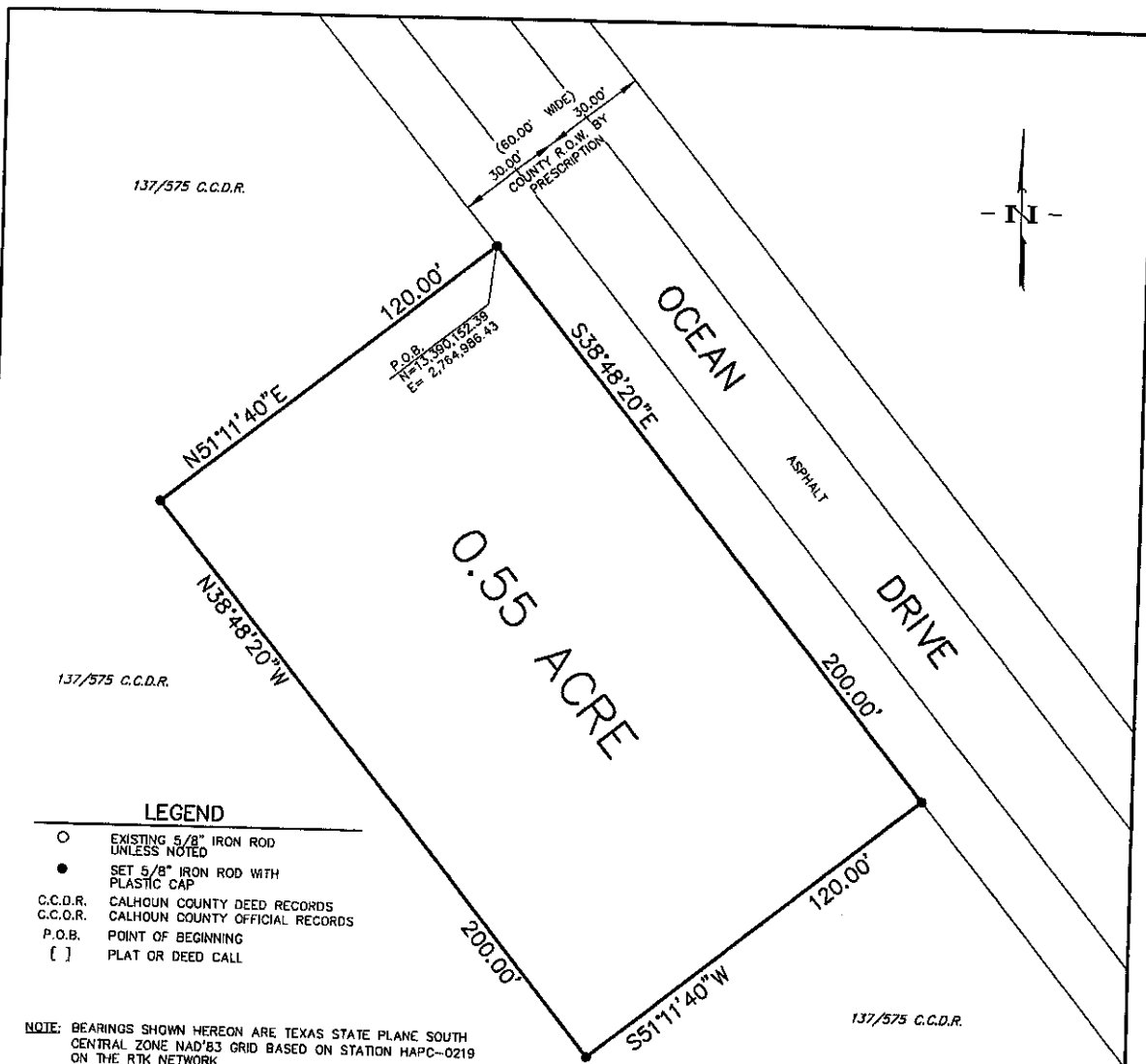
Please place the following item on the Commissioners' Court Agenda for November 1st, 2023.

- Consider and take necessary action to accept survey from G&W Engineers as a true and correct representation of Survey Plat showing 0.55 Acre of Bayside Beach Subdivision Volume Z, Page 27 of the Calhoun County Plat Records Benito Morales Survey Abstract No. 28 Calhoun County, Texas

Sincerely,


David E. Hall

DEH/apt



LEGEND

- EXISTING 5/8" IRON ROD UNLESS NOTED
- SET 5/8" IRON ROD WITH PLASTIC CAP
- C.C.D.R. CALHOUN COUNTY DEED RECORDS
- C.C.O.R. CALHOUN COUNTY OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- [] PLAT OR DEED CALL

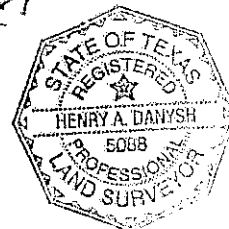
NOTE: BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE SOUTH CENTRAL ZONE NAD'83 GRID BASED ON STATION HAPC-0219 ON THE RTK NETWORK.

SURVEY PLAT SHOWING 0.55 ACRE PART OF BAYSIDE BEACH SUBDIVISION VOLUME Z, PAGE 27 OF THE CALHOUN COUNTY PLAT RECORDS BENITO MORALES SURVEY ABSTRACT NO. 28 CALHOUN COUNTY, TEXAS

BEING A PART OF BAYSIDE BEACH SUBDIVISION ACCORDING TO PLAT RECORDED IN VOLUME Z, PAGE 27 OF THE DEED RECORDS OF CALHOUN COUNTY, TEXAS AND ALSO BEING THE PROPERTY RECOGNIZED BY CALHOUN COUNTY AND THE CURRENT OWNERS AS LOT 15-18 IN BLOCK 511 OF THE SAID SUBDIVISION.

I, HENRY A. DANYSH, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON AND A PROPERTY DESCRIPTION PREPARED REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 28, 2023.

G & W ENGINEERS, INC.
HENRY A. DANYSH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5088



G & W ENGINEERS, INC.

• ENGINEERING • SURVEYING • PLANNING •

205 W. LIVE OAK STREET
PORT LAVACA, TEXAS 77979
TBPELS FIRM NO.: 10022100
(361) 552-4509; PORT LAVACA
(979) 323-7100; BAY CITY

DRAWN BY: J.H.D.	RECOM'D BY: H.A.D.	DATE: OCT. 4, 2023	SCALE: 1" = 40'	JOB NO.: 10748-001	DRAWING NO.: 10748-001

PROPERTY DESCRIPTION
0.55 ACRE

STATE OF TEXAS }
COUNTY OF CALHOUN }

All of that certain tract or parcel containing 0.55 acre situated in the Benito Morales Survey, Abstract No. 28 of Calhoun County, Texas and being a part of Bayside Beach Subdivision according to plat recorded in Volume Z, Page 27 of the Deed Records of Calhoun County, Texas and also being the property recognized by Calhoun County and the current owners as Lot 15-18 in Block 511 of the said Subdivision. This 0.55 acre is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap (N=13,390,152.39; E=2,764,986.43) set in the recognized Southwest line of Ocean Drive for the North corner of this 0.55 acre being described;

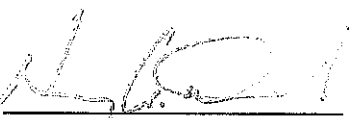
THENCE South 38° 48' 20" East, with the recognized Southwest line of Ocean Drive, a distance of 200.00 feet to a 5/8 inch iron rod with plastic cap set for the East corner of this 0.55 acre being described;

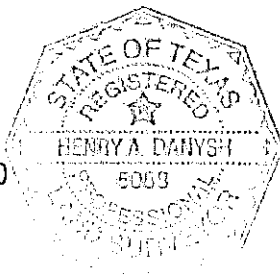
THENCE South 51° 11' 40" West, crossing a portion of Bayside Beach Subdivision, a distance of 120.00 feet to a 5/8 inch iron rod with plastic cap set for the South corner of this 0.55 acre being described;

THENCE North 38° 48' 20" West, crossing a portion of Bayside Beach Subdivision, a distance of 200.00 feet to a 5/8 inch iron rod with plastic cap set for the West corner of this 0.55 acre being described;

THENCE North 51° 11' 40" East, crossing a portion of Bayside Beach Subdivision, a distance of 120.00 feet to the **PLACE OF BEGINNING**, containing within these metes and bounds 0.55 acre.

The bearings and coordinates recited herein are Texas State Plane South Central Zone NAD'83 Grid based on Station HAPC-0219 on the RTK network. This property description and a plat were prepared from a survey made on the ground under my direction on September 28, 2023.


G & W ENGINEERS, INC.
TBPELS FIRM NO. 10022100
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088



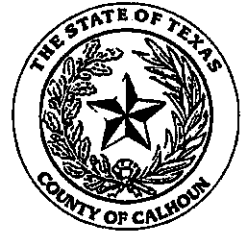
06

6. Consider and take necessary action on the General Interlocal Agreement between Calhoun County and the West Side Calhoun County Navigation District and authorize the County Judge to sign the agreement. (GDR)

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



October 25, 2023

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

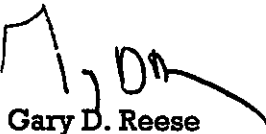
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for November 1, 2023.

- Consider and take necessary action on General Interlocal Agreement between Calhoun County and the West Side Calhoun County Navigation District and authorize Judge Meyer to sign agreement.

Sincerely,


Gary D. Reese

GDR/at

GENERAL INTERLOCAL AGREEMENT

This General Interlocal Agreement (the "Agreement") is made and entered into by and between Calhoun County, Texas, hereinafter referred to as "County", and the West Side Calhoun County Navigation District, hereinafter referred to as "WSCCND". The County and WSCCND are referred to collectively herein as the "Parties".

WITNESSETH

In consideration the mutual covenants and agreements set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County and WSCCND hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to facilitate cooperation and encourage the efficiency and effectiveness of the Parties' respective operations and services by authorizing the broadest range of intergovernmental cooperation between the Parties.

The County hereby agrees to provide agreed upon services to WSCCND to aid in the performance of WSCCND's governmental functions. Those services include, without limitation, excavation services related to WSCCND's environmental due diligence, permitting, and development of its real properties, including property WSCCND owns in Port O'Connor, Calhoun County, Texas, and other excavating and grading services on WSCCND properties.

II. AUTHORITY AND GOVERNANCE

The Agreement is entered into by the Parties pursuant to the Texas Interlocal Cooperation Act, Section 791.002, of the Texas Government Code. This Agreement shall be governed, construed, and applied in accordance with the laws of the State of Texas including, without limitation, the Texas Interlocal Cooperation Act.

III. CONSIDERATION

In consideration for the County providing the agreed upon services, WSCCND hereby agrees to pay the County the sum of \$1 per year due on the anniversary date of the execution of this Agreement.

IV. TERM

The term of this Agreement shall commence on the last date of execution hereof and shall terminate on the fifth (5th) anniversary of said date, unless extended by mutual Agreement of the Parties.

V. SPECIFIC APPROVAL REQUIRED

Pursuant to Section 701.011 of the Texas Government Code, if the County enters into an interlocal agreement under which the County agrees to undertake projects for the construction,

improvement, or repair of building, roads, streets, or other facilities, the Commissioners' Court of Calhoun County must pre-approve each such project, in writing. Any written pre-approval shall be given in a document separate from this Agreement and shall describe the type of project to be undertaken and identify the location of same.

VI. SEVERABILITY

If any provision of this Agreement is held by a court of law to be invalid, such invalidity shall not affect any other provisions of this Agreement which shall be construed and applied as if such invalid provision were not included.

VII. MISCELLANEOUS

This Agreement constitutes the entire written agreement between the County and WSCCND concerning the subject matter hereof, and supersedes any prior understandings or agreements, whether written or verbal.

This Agreement and the terms hereof may only be amended, modified, or altered by written agreement executed by both Parties.

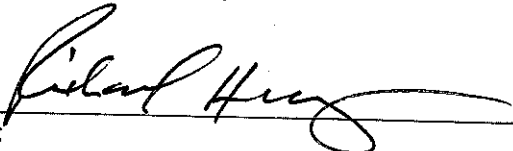
In the event of a breach of the Agreement, the non-breaching part shall be entitled to recover from the breaching party reasonable and necessary attorneys' fees, costs, and expenses incurred in the enforcement of this Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

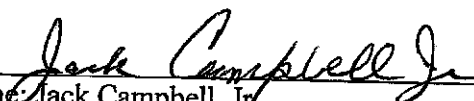
{Signature Page Follows}

EXECUTED IN DUPLICATE ORIGINALS TO BE EFFECTIVE AS OF THE LAST DATE
OF EXECUTION NOTED BELOW.

CALHOUN COUNTY, TEXAS

By: 
Name:
Its:
Date: 11-1-2023

WEST SIDE CALHOUN COUNTY NAVIGATION DISTRICT

By: 
Name: Jack Campbell, Jr.
Its: Chairman
Date: October 18, 2023

07

7. 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 2024.01 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Thursday, November 30, 2023. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Mae Belle Cassel

From: demi.cabrera@calhouncotx.org (demi.cabrera) <demi.cabrera@calhouncotx.org>
Sent: Thursday, October 26, 2023 10:18 AM
To: MaeBelle.Cassel@calhouncotx.org
Subject: Agenda Items for Court 11/1/2023 - Annual Bids

Good Morning,

Can you please place the following items on the agenda for Commissioner's Court on November 1, 2023:

- #7
- 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 2024.01 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bid will be due before 2:00:00 PM, Thursday, November 30, 2023.
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Thank you,

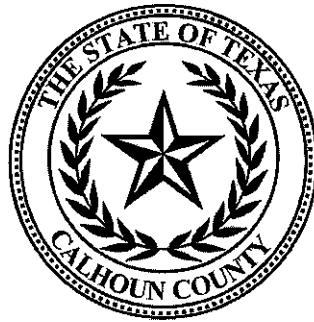
Demi Cabrera
Calhoun County
Assistant Auditor
361-553-4613
361-553-4614 (fax)

Calhoun County Texas

INVITATION TO BID

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

BID NUMBER: 2024.01
BID TERM: JANUARY 1, 2024 THROUGH DECEMBER 31, 2024



SEALED BIDS ARE DUE BEFORE:
2:00:00 PM, Thursday, November 30, 2023

AT THE OFFICE OF:
Honorable Richard H. Meyer
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, November 30, 2023 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, 2023.

CONTENTS

- Invitation to Bid (Page 3-4)
- Return Instructions (Page 5)
- General Conditions (Page 6-19)
- Specifications (Page 20-26)
- Contact, Billing and Location Information for Calhoun County Precincts (Page 27)
- Required Forms to be returned when submitting a Bid (Page 28-49)
If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid
 - Invitation to Bid Form (Page 29-35)
 - Vendor and Order Information Form (Page 36)
 - Affidavit (Page 37)
 - Conflict of Interest Questionnaire Form CIQ (Page 39)
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 42)
 - Certification Regarding Lobbying (Page 43)
 - Disclosure of Lobbying Activities (Page 45)
 - House Bill 89 Verification (Page 46)
 - Residence Certification (Page 47)
 - W-9 (Page 48)
 - Material Information and Safety Data Sheet for each insecticide or product Bid on (Page 49)

OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Current (2023) Awarded Bid Tabulation for the Annual Supply Contract for Insecticides for Mosquito Control for the period January 1, 2023 through December 31, 2023 (Page 51-56)
- Copy of Contract (to be completed AFTER the Bid is awarded) (Page 57-59)

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: 2024.01, ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

Bids are for a one (1) year period: January 1, 2024 through December 31, 2024

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, 2024) 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, NOVEMBER 30, 2023. 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, November 30, 2023 in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope: SEALED BID NUMBER 2024.01 ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline.

Bids shall include all requirements of the Invitation to Bid Packet for Bid Number 2024.01, Annual Supply Contract for Insecticides for Mosquito Control.

SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:

Honorable Richard H. Meyer
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: 2024.01

Bid Period: January 1, 2024 through December 31, 2024

Return the following BEFORE 2:00:00 PM, THURSDAY, NOVEMBER 30, 2023

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 (Page 29-35)
- ☐ Vendor and Order Information Form (Page 36)
- ☐ Affidavit (Page 37)
- ☐ Conflict of Interest Questionnaire, Form CIQ (Page 39)
- ☐ Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 42)
- ☐ Certification Regarding Lobbying (Page 43)
- ☐ Disclosure of Lobbying Activities (Page 45)
- ☐ House Bill 89 Verification (Page 46)
- ☐ Residence Certification (Page 47)
- ☐ W-9 (Page 48)
- ☐ Material Information and Safety Data Sheet for each insecticide or product Bid on (Page 49)

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 2024.01 – 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 2024.01 – ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

Sealed Bid may be hand delivered or mailed to:

Honorable Richard H. Meyer
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: Richard H. Meyer, 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".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address: _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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: 2024.01

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, 2024) 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, NOVEMBER 30, 2023 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 2024.01

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 2024.01

ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

SEALED BIDS may be hand delivered or mailed to:

Honorable Richard H. Meyer
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, 2024 through December 31, 2024.

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, 2024.

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 (Page 29-35)
- Vendor and Order Information Form (Page 36)
- Affidavit (Page 37)
- Conflict of Interest Questionnaire, Form CIQ (Page 39)
- Certificate Regarding Debarment & Suspension and Other Responsibility Matters (Page 42)
- Certification Regarding Lobbying (Page 43)
- Disclosure of Lobbying (Page 45)
- House Bill 89 Verification (Page 46)
- Residence Certification (Page 47)
- W-9 (Page 48)
- Material Information and Safety Data Sheet for each insecticide or product Bid on (Page 49)

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

Calhoun County Precinct 2

Commissioner Vern Lyssy
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 (Page 29-35)
- Vendor and Order Information Form (Page 36)
- Affidavit (Page 37)
- Conflict of Interest Questionnaire Form CIQ (Page 39)
- Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 42)
- Certification Regarding Lobbying (Page 43)
- Disclosure of Lobbying Activities (Page 45)
- House Bill 89 Verification (Page 46)
- Residence Certification (Page 47)
- W-9 (Page 48)
- Material Information and Safety Data Sheet for each insecticide or product bid on (Page 49)
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: 2024.01

January 1, 2024 through December 31, 2024

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%

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 #7: 4-4 ULV - or Equivalent

← List Insecticide Name

Active Ingredients: Permethrin 4.0%; Piperonyl Butoxide 4.0%

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
	\$	/per

← List Insecticide Name

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 _____

← List Insecticide Name

400 Per Case \$ /per case

\$ _____ /per _____

\$ _____ /per _____

← List Insecticide Name

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

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.

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

COPY OF
CURRENT AWARDED BID TABULATION
FOR THE
CURRENT BID PERIOD
January 1, 2023 through December 31, 2023

Calhoun County, Texas

AWARD

Awarded Bids are Highlighted in Yellow

BID TABULATION - ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL, BID NUMBER: 2023.01 - ALL PRECINCTS **For Period Beginning JANUARY 1 2023 and Ending DECEMBER 31, 2023**

Tie Bids: In the event of Tie Bids, the winning bid is determined per Texas Government Code 262.027(b)

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OPCO USA LLC dba VESERIS
BID ITEM #1: MINERAL OIL BVA Mosquito Larvicide Oil - MC30 or Equivalent		BVA 13 or Calpar 80 ULV Mineral Oil	COCOBEAR Mosquito Larvicide Oil	BVA 13 ULV Diluent	MAXPAR G2-55, G2-50, G2-70, G2-80, G2-90, G2-100 Paraffinic base oil product
	2.5 Gallon Jug		\$112.50		
	5 Gallon Pail	\$108.50 (BVA 13)	NO BID	\$87.50	NO BID
	50 Gallon Drum	\$1,071.00 (BVA 13)	NO BID	\$810.00	Does he mean 12.00 x 50 = \$600.00
	55 Gallon Drum	\$1,182.50 (Calpar 80)	\$2,475.00	\$880.00	Does he mean 11.98 x 55 = \$658.90
	275 Gallon Tote	\$6,185.50 (Calpar 80)	NO BID	\$4,262.50	Does he mean 11.63 x 275 = \$3,198.25
BID ITEM #2: MALATHION or Equivalent		Fyfanon ULV Active Ingredients: Malathion 96.5%			Fyfanon ULV Mosquito Active Ingredients: Malathion 96.5%
	2 x 2.5 Gallon Case	\$447.25	NO BID	NO BID	\$415.74
	5 Gallon Pail	NO BID	NO BID	NO BID	NO BID
	55 Gallon Drum	\$4,682.70	NO BID	NO BID	NO BID
	260 Gallon Tote	\$21,450.00	NO BID	NO BID	NO BID
	1,000 Gallons Minimum				\$60.00/Gallon Minimum Order is 1,000 Gallons \$60.00 X 1,000 = \$ 60,000.00
BID ITEM #3: MALATHION EW or Equivalent		Fyfanon EW Active Ingredients: Malathion			
	2.5 Gallon Jug	\$180.38			
	2 x 2.5 Gallon Case	NO BID	NO BID	NO BID	NO BID
	30 Gallon Drum	\$2,048.10	NO BID	NO BID	NO BID

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OPCO USA LLC dba VESERIS
BID ITEM #4: 30-30 ULV or Equivalent		PermaSease 30-30 Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%	Biomist 30-30 Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%	Permanone 30-30 & Perm-X 30-30 Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%	MasterLine Control 30-30 Perm-X UL 30-30 Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%
	2 x 2.5 Gallon Case	\$475.00	\$492.75	\$130.00 (Perm-X 30-30)	\$400.40
	5 Gallon Pail	NO BID	NO BID	\$365.00 (Permanone 30-30)	NO BID
	30 Gallon Drum	\$2,850.00	\$2,898.00	\$2,190.00 (Permanone 30-30)	\$2,354.10
	55 Gallon Drum	NO BID	\$5,313.00	\$4,015.00 (Perm-X 30-30)	\$4,315.85
	275 Gallon Tote	NO BID	\$26,565.00	\$20,075.00 (Permanone 30-30)	\$21,576.50
BID ITEM #5: 31-66 ULV or Equivalent				Permanone 31-66 & Perm-X UL 31-66 Active Ingredients: Permethrin 31.28%; Piperonyl Butoxide 66%	Perm-X UL 31-66 Active Ingredients: Permethrin 31%; Piperonyl Butoxide 66%
	4 x 1 Gallon Case	NO BID	NO BID	\$480.00 (Permanone 31-66)	NO BID
	2 x 2.5 Gallon Case	NO BID	NO BID	\$600.00 (Perm-X 31-66)	\$611.10
	30 Gallon Drum	NO BID	NO BID	\$3,600.00 (Permanone 31-66)	\$3,630.00
	275 Gallon Tote	NO BID	NO BID	\$33,000.00 (Permanone 31-66)	\$33,000 - Awarded 2nd
BID ITEM #6: 31-67 ULV or Equivalent		PermaSease 31-67 Active Ingredients: Permethrin 31.15%; Piperonyl Butoxide 66.85%			
	4 x 1 Gallon Case	NO BID	NO BID	NO BID	NO BID
	2 x 2.5 Gallon Case	\$825.00	NO BID	NO BID	NO BID
	30 Gallon Drum	\$4,950.00	NO BID	NO BID	NO BID
	275 Gallon Tote	NO BID	NO BID	NO BID	NO BID

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OPCO USA LLC dba VESERIS
BID ITEM #7: 4-4 ULV or Equivalent		PermaSease 4-4 Active Ingredients: Permethrin 4.0%; Piperonyl butoxide 4.0%	Perm-X UL 4-4 Active Ingredients: Permethrin 4%; Piperonyl Butoxide 4%	Perm-X UL 4-4 Active Ingredients: Permethrin 4%; Piperonyl Butoxide 4%	MasterLine Kontrol 4-4 Perm-X UL 4-4 Active Ingredients: Permethrin 4.6%; Piperonyl Butoxide 4.6%
	2 x 2.5 Gallon Case	\$293.30	\$169.40	\$130.00	\$140.00
	30 Gallon Drum	NO BID	\$857.40	\$660.00	\$693.00
	55 Gallon Drum	\$3,318.70	\$1,567.50	\$1,155.00	\$1,269.95
	275 Gallon Tote	\$7,334.25	\$7,507.50	NO BID	\$6,349.75
BID ITEM #8: 4-8 ULV or Equivalent	Case Pyronyl 525 Oil Resistant Mix Option (No Corrosion)				Pyronyl 525 Oil Concentrate Active Ingredients: Pyrethrins 5%; Piperonyl butoxide 25%; \$1,008.74
				Permanone Ready To Use Active Ingredients: Permethrin 3.98%; Piperonyl Butoxide 8.48%	
	2 x 2.5 Gallon Case	NO BID	NO BID	\$245.00	NO BID
	30 Gallon Tote	NO BID	NO BID	\$1,410.00	NO BID
	55 Gallon Drum	NO BID	NO BID	NO BID	NO BID
BID ITEM #9: ALTOSID 30 DAY BRIQUETS or Equivalent	275 Gallon Tote	NO BID	NO BID	\$11,275.00	NO BID
			Altosid 30 Day Briquets Active Ingredients: (S)-Methoprene 8.62%	Altosid 30 Day Briquets Active Ingredients: (S)-Methoprene 8.62%	Altosid 30 Day Briquets Active Ingredients: (S)-Methoprene 8.62%
	400 Per Case	NO BID	\$520.00 - Awarded 3rd	\$520.00	\$520.00 - Awarded 2nd
	100 Per Case				\$194.59
	100 Per Case Buy 10 or more cases				\$171.43

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OPCO USA LLC dba VESERIS
BID ITEM #10 ALTOSID XR EXTENDED RESIDUAL BRIQUETS Altosid XR Briquets or Equivalent	220 Per Case	NO BID	Altosid XR Extended Residual Briquets Active Ingredients: (S)-Methoprene 2.1% \$818.40 - Awarded 2nd	Altosid XR Extended Residual Briquets Active Ingredients: (S)-Methoprene 2.1% \$818.40 - Awarded 3rd	Altosid XR Extended Residual Briquets Active Ingredients: (S)-Methoprene 2.1% \$818.40
BID ITEM #11: DELTAGARD or Equivalent	2 x 2.5 Gallon Case			DeltaGard / Imperium Active Ingredients: Deltamethrin 2.0% \$1,250.00	Pyronyl Crop Spray Active Ingredients: Pyrethrins 6%, Piperonyl Butoxide 60%; Distillates 19%;
	55 Gallons	NO BID	NO BID		\$18,000.00
	30 Gallon Drum	NO BID	NO BID	\$7,305.00	
	250 Gallon Drum(Tote)	NO BID	NO BID	\$60,325.00	
BID ITEM #12 (45 Day): FOURSTAR SUSTAINED RELEASE 45 DAY MICROBIAL BRIQUETS or Equivalent			Fourstar Sustained Release Microbial 45/90/180 Day Briquets Active Ingredients: Bacillus sphaericus 2362, Serotype H5a5b, Strain AML614 fermentation solids, spores and insecticidal toxins 6%; Bacillus thuringiensis subsp. israelensis Strain BVP 144 fermentation solids, spores and insecticidal toxins 1% \$317.90		NO BID
	45 Day --- 200 Per Case	NO BID			
BID ITEM #12 (90 Day): FOURSTAR SUSTAINED RELEASE 90 DAY MICROBIAL BRIQUETS or Equivalent			\$528.43		NO BID
	90 Day --- 200 Per Case	NO BID			
BID ITEM #12 (180 Day): FOURSTAR SUSTAINED RELEASE 180 DAY MICROBIAL BRIQUETS or Equivalent			\$823.15		NO BID
	180 Day --- 200 Per Case	NO BID			

ADDITIONAL BID ITEMS

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OPCO USA LLC dba VESERIS
BID ITEM #13: 3-15 ULV		PermaSease 3-15 Active Ingredients: Permethrin 3.0%; Piperonyl butoxide 15.0%			
	2 x 2.5 Gallon Case	\$375.00			
	55 Gallon Drum	\$4,125.00			
BID ITEM #14: 20-20 ULV		PermaSease UC 20-20 Active Ingredients: Permethrin 20.6%; Piperonyl butoxide 20.6%			
	2 x 2.5 Gallon Case	\$875.00			
	30 Gallon Drum	\$5,250.00			
BID ITEM #15: METALARY XRP		Metalary XRP Active Ingredients: (S) Methoprene 4.25%			
	200 WSP Per Case	\$463.50			
	800 WSP Per Case	\$1,812.80			
BID ITEM #16: VECTOMAX WSP		Vectomax WSP Active Ingredients: Bacillus sphaericus 2.7%; Bacillus thuringiensis 4.5%			
	800 WSP Per Case	\$1,573.84			
BID ITEM #17: DUPLEX-G 28 DAY GRANULES		Duplex-G Dual Action Larvicide Active Ingredients: Bacillus thuringiensis Israelensis Strain BMP 144 5.35%; S Methoprene 1.60%			
	40 lb bag	\$622.40			
BID ITEM #18: NATULAR LARVICIDE 30 DAY GRANULES		Natular G30 30 Day Granules Active Ingredients: Spinosad 2.5%			
	30 Day --- 40 lb bag	\$576.32			
BID ITEM #19: NATULAR LARVICIDE WATER SOLUBLE POUCHES		Natular G30 WSP Active Ingredients: Spinosad 2.5%			
	500 Per Case	\$398.80			

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	ES OPCO USA LLC dba VESERIS
BID ITEM #20: NATULAR LARVICIDE XRT 180 DAY	180 Day --- 220 Per Case		Natular XRT 180 Day Active Ingredients: Spinosad 6.25% \$860.44		
BID ITEM #21: FOURSTAR MBG MULTI BROOD GRANULE	40 lb bag		Fourstar MBG 30 Day Active Ingredients: Bacillus sphaericus 3.0%; Bacillus thuringiensis 3.0% \$417.68		
BID ITEM #22: FOURSTAR MBG MULTI BROOD GRANULE WATER SOLUBLE POUCHES	400 Per Case		Fourstar MBG WSP Active Ingredients: Bacillus sphaericus 3.0%; Bacillus thuringiensis 3.0% \$684.00		
BID ITEM #23: ZOECON ALTOSID PELLETS	800 Per Case				Wellmark Zoecon Altosid Pellets Active Ingredients: (S)-Methoprene 4.25%; \$768.00
BID ITEM #23: ESSENTRIA IC3 INSECT CONCENTRATE	Per Gallon				25B Used for Odor Control with Pyfanon ULV Active Ingredients: Mineral Oil 40%; Wintergreen Oil 37%; Rosemary Oil 10%; Geraniol 5%; Peppermint Oil 2%; Vanillin 3%; \$118.06
REMARKS BY BIDDER			REMARKS BY BIDDER	REMARKS BY BIDDER	REMARKS BY BIDDER
Please see labels and safety data sheets for actives on additional items.			None	None	Provide service and tech line for after hour repairs or questions, calibrations and droplet sizing on demand

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 November 30, 2023, submit a BID for **INSECTICIDES FOR MOSQUITO CONTROL, Bid Number 2024.01** 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, 2024 and end on December 31, 2024.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____
Honorable Richard H. Meyer
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: _____

08

8. 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 2024.02 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Thursday, November 30, 2023. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Mae Belle Cassel

From: demi.cabrera@calhouncotx.org (demi.cabrera) <demi.cabrera@calhouncotx.org>
Sent: Thursday, October 26, 2023 10:18 AM
To: MaeBelle.Cassel@calhouncotx.org
Subject: Agenda Items for Court 11/1/2023 - Annual Bids

Good Morning,

Can you please place the following items on the agenda for Commissioner's Court on November 1, 2023:

- 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 2024.01 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bid will be due before 2:00:00 PM, Thursday, November 30, 2023.
- #8 • 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 2024.02 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Thursday, November 30, 2023.
- 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 2024.03 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bid will be due before 2:00:00 PM, Thursday, November 30, 2023.

Thank you,

Demi Cabrera
Calhoun County
Assistant Auditor
361-553-4613
361-553-4614 (fax)

Calhoun County Texas

INVITATION TO BID

ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

BID NUMBER: 2024.02

BID TERM: JANUARY 1, 2024 THROUGH DECEMBER 31, 2024



SEALED BIDS ARE DUE BEFORE:

2:00:00 PM, Thursday, November 30, 2023

AT THE OFFICE OF:

**Honorable Richard H. Meyer
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, November 30, 2023 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, 2024.

CONTENTS

- Invitation to Bid (Page 3-4)
- Return Instructions (Page 5)
- General Conditions (Page 6-19)
- Specifications (Page 20-28)
- Contact, Billing and Location Information for Calhoun County Precincts (Page 29)
- Required Forms to be returned when submitting a Bid (Page 30-50)
If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid
 - Invitation to Bid Form (Page 31-37)
 - 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

- Current (2023) Awarded Bid Tabulation for the Annual Supply Contract for Road Materials for the period January 1, 2023 through December 31, 2023 (Page 51-62)
- Copy of Contract (to be completed AFTER the Bid is awarded) (Page 63-65)

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: 2024.02, ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

Bids are for a one (1) year period: January 1, 2024 through December 31, 2024.

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, 2024) 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, November 30, 2023. 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, November 30, 2023 in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope: SEALED BID NUMBER 2024.02 ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline.

Bids shall include all requirements of the Invitation to Bid Packet for Bid Number 2024.02, Annual Supply Contract for Road Materials.

SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:

Honorable Richard H. Meyer
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
ROAD MATERIALS
Bid Number: 2024.02
Bid Period: January 1, 2024 through December 31, 2024

Return the following BEFORE 2:00:00 PM, THURSDAY, NOVEMBER 30, 2023

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 (Page 31-37)
- ☐ 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 2024.02 – 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 2024.02 – ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

Sealed Bid may be hand delivered or mailed to:

Honorable Richard H. Meyer
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: Richard H. Meyer, 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".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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.

COMPLAINCE

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: 2024.02

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, 2024) 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, NOVEMBER 30, 2023 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 2024.02 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 2024.02 ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

SEALED BIDS may be hand delivered or mailed to:

Honorable Richard H. Meyer
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, 2024 through December 31, 2024

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.

Intentionally Left Blank

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 on Monday, November 27, 2023 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 assessed 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.

It is understood that Calhoun County Commissioners Court reserves the right to accept or reject any and/or all Bids for any/or all 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 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, 2024.

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 (Page 31-37)
- 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 (Page 47)
- House Bill 89 Verification (Page 48)
- Residence Certification (Page 49)
- W-9 (Page 50)

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

Calhoun County Precinct 2

Commissioner Vern Lyssy
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 (Page 31-37)
- 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)

Submitted Bid consists only of the above required forms

INVITATION TO BID FORM**ANNUAL SUPPLY CONTRACT FOR
ROAD MATERIALS**

Bid Number: 2024.02

January 1, 2024 through December 31, 2024

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 PRICE 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: _____

Intentionally Left Blank

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 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 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 (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.

COPY OF
CURRENT AWARDED BID TABULATION
FOR THE
CURRENT BID PERIOD

January 1, 2023 through December 31, 2023

**The County went out for Bids for Fly Ash due to no bids
received in the original bid. That Current Bid Period for Fly Ash is
May 10, 2023 through December 31, 2023**

AWARDED Bids are Highlighted in Yellow
BID TABULATION - AWARD
ROAD MATERIALS

ANNUAL SUPPLY CONTRACT, BID NUMBER: 2023.03

For the Period Beginning January 1, 2023 and Ending December 31, 2023

\$4.965 BASELINE PRICE ON OCTOBER 31, 2022 FOR DIESEL FUEL ADJUSTMENT ON DELIVERY PRICE
 (www.eia.gov/petroleum/gasdiesel) (Gulf Coast Area)

Tie Bids: In the event of Tie Bids, the winning bid is determined per Texas Local Government Code 262.027(b).

ROAD MATERIALS

Bid Item #1: Limestone - 1/2 Inch to Dust or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	NO BID	NO BID	NO BID	NO BID		MAREK & MAREK TRUCK WASH, INC. DBA FRANK MAREK TRUCKING
Precinct 2	Ton	NO BID	NO BID	NO BID	NO BID		
Precinct 3	Ton	NO BID	NO BID	NO BID	NO BID		
Precinct 4-P	Ton	\$4.50	\$33.95	\$38.45	25 TONS	X	
Precinct 4-S	Ton	\$4.50	\$29.95	\$34.45	25 TONS	X	
Precinct 1	Ton	\$6.75	\$29.10	\$35.85	25 TONS	X	K-C LEASE SERVICE, INC. dba MATAGORDA CONSTRUCTION & MATERIALS
Precinct 2	Ton	\$6.75	\$29.10	\$35.85	25 TONS	X	
Precinct 3	Ton	\$6.75	\$30.10	\$36.85	25 TONS	X	
Precinct 4-P	Ton	\$6.75	\$32.60	\$39.35	25 TONS		
Precinct 4-S	Ton	\$6.75	\$29.60	\$36.35	25 TONS		
Precinct 1	Ton	\$6.00	\$38.06	\$44.06	24 TONS		MIDTEX MATERIALS, LLC
Precinct 2	Ton	\$6.00	\$38.06	\$44.06	24 TONS		
Precinct 3	Ton	\$6.00	\$38.06	\$44.06	24 TONS		
Precinct 4-P	Ton	\$6.00	\$38.06	\$44.06	24 TONS		
Precinct 4-S	Ton	\$6.00	\$38.06	\$44.06	24 TONS		

Bid Item #2: Limestone - 3/4 Inch to Dust or Equivalent							
LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	NO BID	NO BID	NO BID	NO BID		MAREK & MAREK TRUCK WASH, INC. DBA FRANK MAREK TRUCKING
Precinct 2	Ton	NO BID	NO BID	NO BID	NO BID		
Precinct 3	Ton	NO BID	NO BID	NO BID	NO BID		
Precinct 4-P	Ton	\$4.50	\$33.95	\$38.45	25 TONS		
Precinct 4-S	Ton	\$4.50	\$29.95	\$34.45	25 TONS	X	
Precinct 1	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	
Precinct 3	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	
Precinct 4-P	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	
Precinct 4-S	Ton	\$12.00	\$23.00	\$35.00	24 TONS		
Precinct 1	Ton	\$7.00	\$29.10	\$36.10	25 TONS		K-C LEASE SERVICE, INC. dba MATAGORDA CONSTRUCTION & MATERIALS
Precinct 2	Ton	\$7.00	\$29.10	\$36.10	25 TONS		
Precinct 3	Ton	\$7.00	\$30.10	\$37.10	25 TONS		
Precinct 4-P	Ton	\$7.00	\$32.60	\$39.60	25 TONS		
Precinct 4-S	Ton	\$7.00	\$29.60	\$36.60	25 TONS		
Precinct 1	Ton	\$6.00	\$32.50	\$38.50	24 TONS		COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: HUNTER, TX
Precinct 2	Ton	\$6.00	\$32.50	\$38.50	24 TONS		
Precinct 3	Ton	\$6.00	\$34.50	\$40.50	24 TONS		
Precinct 4-P	Ton	\$6.00	\$38.50	\$44.50	24 TONS		
Precinct 4-S	Ton	\$6.00	\$34.50	\$40.50	24 TONS		
Precinct 1	Ton	\$6.00	\$38.06	\$44.06	24 TONS		MIDTEX MATERIALS, LLC
Precinct 2	Ton	\$6.00	\$38.06	\$44.06	24 TONS		
Precinct 3	Ton	\$6.00	\$38.06	\$44.06	24 TONS		
Precinct 4-P	Ton	\$6.00	\$38.06	\$44.06	24 TONS		
Precinct 4-S	Ton	\$6.00	\$38.06	\$44.06	24 TONS		

Bid Item #3: Item 247, Type A Limestone, Grade 2 [1 3/4 Inch] or Equivalent							
LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	NO BID	NO BID	NO BID	NO BID		MAREK & MAREK TRUCK WASH, INC. DBA FRANK MAREK TRUCKING
Precinct 2	Ton	NO BID	NO BID	NO BID	NO BID		
Precinct 3	Ton	NO BID	NO BID	NO BID	NO BID		
Precinct 4-P	Ton	\$4.00	\$33.95	\$37.95	25 TONS		
Precinct 4-S	Ton	\$4.00	\$29.95	\$33.95	25 TONS	X	
Precinct 1	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	
Precinct 3	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	
Precinct 4-P	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	
Precinct 4-S	Ton	\$12.00	\$23.00	\$35.00	24 TONS		
Precinct 1	Ton	\$6.15	\$29.10	\$35.25	25 TONS		K-C LEASE SERVICE, INC. dba MATAGORDA CONSTRUCTION & MATERIALS
Precinct 2	Ton	\$6.15	\$29.10	\$35.25	25 TONS		
Precinct 3	Ton	\$6.15	\$30.10	\$36.25	25 TONS		
Precinct 4-P	Ton	\$6.15	\$32.60	\$38.75	25 TONS		
Precinct 4-S	Ton	\$6.15	\$29.60	\$35.75	25 TONS		
Precinct 1	Ton	\$24.00	\$13.00	\$37.00	24 TONS		COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: NURSERY, TX
Precinct 2	Ton	\$24.00	\$12.00	\$36.00	24 TONS		
Precinct 3	Ton	\$24.00	\$14.00	\$38.00	24 TONS		
Precinct 4-P	Ton	\$24.00	\$15.00	\$39.00	24 TONS		
Precinct 4-S	Ton	\$24.00	\$13.00	\$37.00	24 TONS		
Precinct 1	Ton	\$6.00	\$38.06	\$44.06	24 TONS		MIDTEX MATERIALS, LLC
Precinct 2	Ton	\$6.00	\$38.06	\$44.06	24 TONS		
Precinct 3	Ton	\$6.00	\$38.06	\$44.06	24 TONS		
Precinct 4-P	Ton	\$6.00	\$38.06	\$44.06	24 TONS		
Precinct 4-S	Ton	\$6.00	\$38.06	\$44.06	24 TONS		

Bid Item #4: Item 247, Type A Limestone, Grade 3 [1 3/4 Inch] or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	
Precinct 3	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	
Precinct 4-P	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	
Precinct 4-S	Ton	\$12.00	\$23.00	\$35.00	24 TONS	X	
Precinct 1	Ton	\$24.00	\$13.00	\$37.00	24 TONS		COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: NURSERY, TX
Precinct 2	Ton	\$24.00	\$12.00	\$36.00	24 TONS		
Precinct 3	Ton	\$24.00	\$14.00	\$38.00	24 TONS		
Precinct 4-P	Ton	\$24.00	\$15.00	\$39.00	24 TONS		
Precinct 4-S	Ton	\$24.00	\$13.00	\$37.00	24 TONS		

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

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	No Bids Received	BIDDER AND REMARKS, IF ANY
Precinct 1, 2, 3, 4-P & 4-S	Ton	NO BIDS RECEIVED					

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

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	No Bids Received	BIDDER AND REMARKS, IF ANY
Precinct 1, 2, 3, 4-P & 4-S	Ton	NO BIDS RECEIVED					
	____ of 47 Lb Bags on Pallet						

Bid Item #7: Item 302, Type PB, Grade 3 (Pre-Coated Rock) or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$64.00	\$14.00	\$78.00	25 TONS	X	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$64.00	\$14.00	\$78.00	25 TONS	X	
Precinct 3	Ton	\$64.00	\$14.00	\$78.00	25 TONS	X	
Precinct 4-P	Ton	\$64.00	\$14.00	\$78.00	25 TONS	X	
Precinct 4-S	Ton	\$64.00	\$14.00	\$78.00	25 TONS	X	
Precinct 1	Ton	\$50.00	\$32.50	\$82.50	24 TONS		COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: HUNTER, TX
Precinct 2	Ton	\$50.00	\$32.50	\$82.50	24 TONS		
Precinct 3	Ton	\$50.00	\$34.50	\$84.50	24 TONS		
Precinct 4-P	Ton	\$50.00	\$38.50	\$88.50	24 TONS		
Precinct 4-S	Ton	\$50.00	\$34.50	\$84.50	24 TONS		
Precinct 1	Ton	\$36.00	\$53.90	\$89.90	24 TONS		VULCAN CONSTRUCTION MATERIALS, LLC
Precinct 2	Ton	\$36.00	\$55.00	\$91.00	24 TONS		
Precinct 3	Ton	\$36.00	\$57.20	\$93.20	24 TONS		
Precinct 4-P	Ton	\$36.00	\$55.00	\$91.00	24 TONS		
Precinct 4-S	Ton	\$36.00	\$55.00	\$91.00	24 TONS		
Precinct 1	Ton	\$50.00	\$45.15	\$95.15	24 TONS		MIDTEX MATERIALS, LLC
Precinct 2	Ton	\$50.00	\$45.15	\$95.15	24 TONS		
Precinct 3	Ton	\$50.00	\$45.15	\$95.15	24 TONS		
Precinct 4-P	Ton	\$50.00	\$45.15	\$95.15	24 TONS		
Precinct 4-S	Ton	\$50.00	\$45.15	\$95.15	24 TONS		

Bid Item #8: Item 302, Type PB, Grade 4 (Pre-Coated Rock) or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$65.50	\$14.00	\$79.50	25 TONS	X	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$65.50	\$14.00	\$79.50	25 TONS	X	
Precinct 3	Ton	\$65.50	\$14.00	\$79.50	25 TONS	X	
Precinct 4-P	Ton	\$65.50	\$14.00	\$79.50	25 TONS	X	
Precinct 4-S	Ton	\$65.50	\$14.00	\$79.50	25 TONS	X	
Precinct 1	Ton	\$50.00	\$32.50	\$82.50	24 TONS		COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: HUNTER, TX
Precinct 2	Ton	\$50.00	\$32.50	\$82.50	24 TONS		
Precinct 3	Ton	\$50.00	\$34.50	\$84.50	24 TONS		
Precinct 4-P	Ton	\$50.00	\$38.50	\$88.50	24 TONS		
Precinct 4-S	Ton	\$50.00	\$34.50	\$84.50	24 TONS		
Precinct 1	Ton	\$35.00	\$53.90	\$88.90	24 TONS		VULCAN CONSTRUCTION MATERIALS, LLC
Precinct 2	Ton	\$35.00	\$55.00	\$90.00	24 TONS		
Precinct 3	Ton	\$35.00	\$57.20	\$92.20	24 TONS		
Precinct 4-P	Ton	\$35.00	\$55.00	\$90.00	24 TONS		
Precinct 4-S	Ton	\$35.00	\$55.00	\$90.00	24 TONS		
Precinct 1	Ton	\$52.00	\$45.15	\$97.15	24 TONS		MIDTEX MATERIALS, LLC
Precinct 2	Ton	\$52.00	\$45.15	\$97.15	24 TONS		
Precinct 3	Ton	\$52.00	\$45.15	\$97.15	24 TONS		
Precinct 4-P	Ton	\$52.00	\$45.15	\$97.15	24 TONS		
Precinct 4-S	Ton	\$52.00	\$45.15	\$97.15	24 TONS		

Bid Item #9: Item 302, Type PE, Grade 3 (Pre-Coated Rock)***Material Source out of _____ * or Equivalent**

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	No Bids Received	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	NO BIDS RECEIVED					
Precinct 2	Ton						
Precinct 3	Ton						
Precinct 4-P	Ton						
Precinct 4-S	Ton						

Bid Item #10: Item 302, Type PE, Grade 4 (Pre-Coated Rock)***Material Source out of _____ * or Equivalent**

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	No Bids Received	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	NO BIDS RECEIVED					
Precinct 2	Ton						
Precinct 3	Ton						
Precinct 4-P	Ton						
Precinct 4-S	Ton						

Bid Item #11: Item 302, Type E, Grade 5, Ice Rock (Non Coated Limestone Only) or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$18.48	\$29.10	\$47.58	25 TONS	X	K-C LEASE SERVICE, INC. dba MATAGORDA CONSTRUCTION & MATERIALS
Precinct 2	Ton	\$18.48	\$29.10	\$47.58	25 TONS	X	
Precinct 3	Ton	\$18.48	\$30.10	\$48.58	25 TONS	X	
Precinct 4-P	Ton	\$18.48	\$32.60	\$51.08	25 TONS	X	
Precinct 4-S	Ton	\$18.48	\$29.60	\$48.08	25 TONS	X	
Precinct 1	Ton	\$30.00	\$32.50	\$62.50	24 TONS		COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: HUNTER, TX
Precinct 2	Ton	\$30.00	\$32.50	\$62.50	24 TONS		
Precinct 3	Ton	\$30.00	\$34.50	\$64.50	24 TONS		
Precinct 4-P	Ton	\$30.00	\$38.50	\$68.50	24 TONS		
Precinct 4-S	Ton	\$30.00	\$34.50	\$64.50	24 TONS		
Precinct 1	Ton	\$35.00	\$30.00	\$65.00	24 TONS		QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$35.00	\$30.00	\$65.00	24 TONS		
Precinct 3	Ton	\$35.00	\$30.00	\$65.00	24 TONS		
Precinct 4-P	Ton	\$35.00	\$30.00	\$65.00	24 TONS		
Precinct 4-S	Ton	\$35.00	\$30.00	\$65.00	24 TONS		

Bid Item #12: Item 330, Type D (Pre-Mix Limestone) or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$70.00	\$53.90	\$123.90	24 TONS	X	VULCAN CONSTRUCTION MATERIALS, LLC
Precinct 2	Ton	\$70.00	\$55.00	\$125.00	24 TONS	X	
Precinct 3	Ton	\$70.00	\$57.20	\$127.20	24 TONS	X	
Precinct 4-P	Ton	\$70.00	\$55.00	\$125.00	24 TONS	X	
Precinct 4-S	Ton	\$70.00	\$55.00	\$125.00	24 TONS	X	

Bid Item #13: Item 330, Type D, Pothole Repair, Limestone Rock Asphalt (LRA) or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	NO BID	NO BID	NO BID	NO BID		BLADES GROUP LLC
	50 lb Bag	\$17.00	\$0.00	\$17.00	62 BAGS 1 PALLET	X	
Precinct 2	Ton	NO BID	NO BID	NO BID	NO BID		
	50 lb Bag	\$17.00	\$0.00	\$17.00	62 BAGS 1 PALLET	X	
Precinct 3	Ton	NO BID	NO BID	NO BID	NO BID		
	50 lb Bag	\$17.00	\$0.00	\$17.00	62 BAGS 1 PALLET	X	
Precinct 4-P	Ton	NO BID	NO BID	NO BID	NO BID		
	50 lb Bag	\$17.00	\$0.00	\$17.00	62 BAGS 1 PALLET	X	
Precinct 4-S	Ton	NO BID	NO BID	NO BID	NO BID		
	50 lb Bag	\$17.00	\$0.00	\$17.00	62 BAGS 1 PALLET	X	

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Bid Item #14: Item 334, Type D, Hot Mix Cold Laid Asphalt Concrete Pavement or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$100.00	\$14.00	\$114.00	25 TONS	X	QUALITY HOT MIX, INC. REMARKS: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE
Precinct 2	Ton	\$100.00	\$14.00	\$114.00	25 TONS	X	
Precinct 3	Ton	\$100.00	\$14.00	\$114.00	25 TONS	X	
Precinct 4-P	Ton	\$100.00	\$14.00	\$114.00	25 TONS	X	
Precinct 4-S	Ton	\$100.00	\$14.00	\$114.00	25 TONS	X	
Precinct 1	Ton	\$86.00	\$37.50	\$123.50	24 TONS		COLORADO MATERIALS, LTD REMARKS: PICKUP LOCATION: HUNTER, TX
Precinct 2	Ton	\$86.00	\$37.50	\$123.50	24 TONS		
Precinct 3	Ton	\$86.00	\$39.50	\$125.50	24 TONS		
Precinct 4-P	Ton	\$86.00	\$43.50	\$129.50	24 TONS		
Precinct 4-S	Ton	\$86.00	\$39.50	\$125.50	24 TONS		
Precinct 1	Ton	\$95.00	\$46.55	\$141.55	25 TONS		WALLER COUNTY ASHPALT, INC.
Precinct 2	Ton	\$95.00	\$47.08	\$142.08	25 TONS		
Precinct 3	Ton	\$95.00	\$42.35	\$137.35	25 TONS		
Precinct 4-P	Ton	\$95.00	\$53.55	\$148.55	25 TONS		
Precinct 4-S	Ton	\$95.00	\$52.85	\$147.85	25 TONS		

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Bid Item #15: ASPPM 9202 Grade IV High Performance Cold Mix or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$105.00	\$46.55	\$151.55	25 TONS	X	WALLER COUNTY ASHPALT, INC.
Precinct 1	Ton	\$105.00	\$47.08	\$152.08	25 TONS	X	
Precinct 3	Ton	\$105.00	\$42.35	\$147.35	25 TONS	X	
Precinct 4-P	Ton	\$105.00	\$53.55	\$158.55	25 TONS	X	
Precinct 4-S	Ton	\$105.00	\$52.85	\$157.85	25 TONS	X	

Bid Item #16: Item 432 Riprap, Section 2.3 Stone Riprap, 12" Limestone or Equivalent

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$28.00	\$79.98	\$107.98	24 TONS	X	MIDTEX MATERIALS, LLC
Precinct 1	Ton	\$28.00	\$79.98	\$107.98	24 TONS	X	
Precinct 3	Ton	\$28.00	\$79.98	\$107.98	24 TONS	X	
Precinct 4-P	Ton	\$28.00	\$79.98	\$107.98	24 TONS	X	
Precinct 4-S	Ton	\$28.00	\$79.98	\$107.98	24 TONS	X	

**AWARDED
BID TABULATION
FLY ASH ROAD MATERIAL
BID NUMBER: 2023.06**

For the Period Beginning May 10, 2023 and Ending December 31, 2023

\$3.930 BASELINE PRICE ON March 20, 2023 FOR DIESEL FUEL ADJUSTMENT ON DELIVERY PRICE
(www.eia.gov/petroleum/gasdiesel) (Gulf Coast Area)

FLY ASH - ROAD MATERIAL (Bid Item Listed or Equivalent)						
Bid Item: Item 265-2.2 Fly Ash or Equivalent						
Non Spec Class C Fly Ash with Sulfur content greater than 6%, Delivered in pneumatic tankers with spreader bar						
LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER	BIDDER AND REMARKS, IF ANY
Precinct 1	Ton	\$ 50.00	\$ 112.00	\$ 162.00	23.50	MIDTEX MATERIALS, LLC Remarks: Total Plus Fuel Surcharge & \$100/hr Demurrage after 1 hour
Precinct 2	Ton	\$ 50.00	\$ 112.00	\$ 162.00	23.50	
Precinct 3	Ton	\$ 50.00	\$ 114.00	\$ 164.00	23.50	
Precinct 4-P	Ton	\$ 50.00	\$ 116.00	\$ 166.00	23.50	
Precinct 4-S	Ton	\$ 50.00	\$ 114.00	\$ 164.00	23.50	

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 November 30, 2023, submit a BID for **ROAD MATERIALS, Bid Number 2024.02** 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 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, 2024 and end on December 31, 2024.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Honorable Richard H. Meyer
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: _____

09

9. 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 2024.03 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Thursday, November 30, 2023. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Mae Belle Cassel

From: demi.cabrera@calhouncotx.org (demi.cabrera) <demi.cabrera@calhouncotx.org>
Sent: Thursday, October 26, 2023 10:18 AM
To: MaeBelle.Cassel@calhouncotx.org
Subject: Agenda Items for Court 11/1/2023 - Annual Bids

Good Morning,

Can you please place the following items on the agenda for Commissioner's Court on November 1, 2023:

- 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 2024.01 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bid will be due before 2:00:00 PM, Thursday, November 30, 2023.
- 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 2024.02 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Thursday, November 30, 2023.
- #9 • 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 2024.03 for the period January 1, 2024 through December 31, 2024 and authorize the County Auditor to advertise for the bids. Bid will be due before 2:00:00 PM, Thursday, November 30, 2023.

Thank you,

Demi Cabrera
Calhoun County
Assistant Auditor
361-553-4613
361-553-4614 (fax)

Calhoun County Texas

INVITATION TO BID

ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

BID NUMBER: 2024.03

BID TERM: JANUARY 1, 2024 THROUGH DECEMBER 31, 2024



SEALED BIDS ARE DUE BEFORE:

2:00:00 PM, Thursday, November 30, 2023

AT THE OFFICE OF:

**Honorable Richard H. Meyer
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, November 30, 2023 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, 2023.

CONTENTS

- Invitation to Bid (Page 3-4)
- Return Instructions (Page 5)
- General Conditions (Page 6-19)
- Specifications (Page 20-27)
- Contact, Billing and Location Information for Calhoun County Precincts (Page 28)
- Required Forms to be returned when submitting a Bid (Page 29-46)
If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid
 - Invitation to Bid Form (Page 30-33)
 - 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

- Current (2023) Awarded Bid Tabulation for the Annual Supply Contract for Asphalts, Oils and Emulsions for the period January 1, 2023 through December 31, 2023 (Page 47-50)
- Copy of Contract (to be completed AFTER the Bid is awarded) (Page 51-53)

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: 2024.03, ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

Bids are for a one (1) year period: January 1, 2024 through December 31, 2024

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, 2023) 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, NOVEMBER 30, 2023. 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, November 30, 2023 in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope: SEALED BID NUMBER 2024.03 ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline.

Bids shall include all requirements of the Invitation to Bid Packet for Bid Number 2024.03, Annual Supply Contract for Asphalts, Oils and Emulsions.

SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:

Honorable Richard H. Meyer
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: 2024.03

Bid Period: January 1, 2024 through December 31, 2024

Return the following BEFORE 2:00:00 PM, THURSDAY, NOVEMBER 30, 2023

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 (Page 30-33)
- _____ 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 2024.03 – 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 2024.03 – ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

Sealed Bid may be hand delivered or mailed to:

Honorable Richard H. Meyer
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: Richard H. Meyer, 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".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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.

COMPLAINCE

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: 2024.03

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, 2024) or by contacting Demi Cabrera, Assistant Auditor, at demie.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, NOVEMBER 30, 2023 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 2024.03

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 2024.03

ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

SEALED BIDS may be hand delivered or mailed to:

Honorable Richard H. Meyer
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, 2024 through December 31, 2024

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 on Monday, November 27, 2023 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 assessed 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 Peggy Hall, 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, 2024.

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 (Page 30-33)
- 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)

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

Calhoun County Precinct 2

Commissioner Vern Lyssy
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 (Page 30-33)
- 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
ASPHALTS, OILS AND EMULSIONS**

Bid Number: 2024.03

January 1, 2024 through December 31, 2024

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: _____

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

(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 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 (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.

COPY OF
CURRENT AWARDED BID TABULATION
FOR THE
CURRENT BID PERIOD
January 1, 2023 through December 31, 2023

AWARDED Bids are Highlighted in Yellow**BID TABULATION - AWARD****ASPHALTS, OILS AND EMULSIONS****ANNUAL SUPPLY CONTRACT, BID NUMBER: 2023.02****For the Period Beginning January 1, 2023 and Ending December 31, 2023**

\$4.965 BASELINE PRICE ON OCTOBER 31, 2022 FOR DIESEL FUEL ADJUSTMENT ON DELIVERY PRICE
 (www.eia.gov/petroleum/gasdiesel) (Gulf Coast Area)

Tie Bids: In the event of Tie Bids, the winning bid is determined per Texas Local Government Code 262.027(b).

ASPHALTS, OILS AND EMULSIONS

Item 300, Asphalts, Oils and Emulsions

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	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Gallon	\$2.65	\$0.20	\$2.85	\$80 per hour after 2 free hours.	X	CLEVELAND ASPHALT PRODUCTS, INC. REMARKS: PRICES BASED ON MINIMUM 5000 GALLON LOAD, FOR SMALLER QUANTITIES PLEASE CALL 800-334-0177. DILUTED MATERIAL CANNOT BE RETURNED FOR CREDIT.
Precinct 2	Gallon	\$2.65	\$0.20	\$2.85	\$80 per hour after 2 free hours.	X	
Precinct 3	Gallon	\$2.65	\$0.20	\$2.85	\$80 per hour after 2 free hours.	X	
Precinct 4-P	Gallon	\$2.65	\$0.20	\$2.85	\$80 per hour after 2 free hours.	X	
Precinct 4-S	Gallon	\$2.65	\$0.20	\$2.85	\$80 per hour after 2 free hours.	X	
Precinct 1	Gallon	\$3.60	\$0.25	\$3.85	\$70 per hour after 2 free hours		MARTIN ASPHALT COMPANY REMARKS: 5000 GALLON MINIMUM
Precinct 2	Gallon	\$3.60	\$0.25	\$3.85	\$70 per hour after 2 free hours		
Precinct 3	Gallon	\$3.60	\$0.25	\$3.85	\$70 per hour after 2 free hours		
Precinct 4-P	Gallon	\$3.60	\$0.25	\$3.85	\$70 per hour after 2 free hours		
Precinct 4-S	Gallon	\$3.60	\$0.25	\$3.85	\$70 per hour after 2 free hours		

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	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Gallon	\$2.24	Included SEE REMARKS	\$2.24	\$80 per hour after 2 free hours	X	P SQUARED EMULSION PLANTS, LLC REMARKS: 1. MINIMUM TANKER DELIVERY: 5000 GAL. 2. DELIVERY OVER 250 MILES SUBJECT TO ADDITIONAL CHARGES. 3. PUMP CHARGE (TRUCKING CHARGE)\$80 4. PUSH CHARGE(TRUCKING CHARGE)\$80/HR 5. RETURN LOADS (TRUCKING CHARGE): SUBJECT TO CHARGE FROM DELIVERING FREIGHT LINE. 6. SMALLER QUANTITIES AVAILABLE, SUBJECT TO FREIGHT DIFFERENTIAL OF \$0.25/GAL LESS THAN 5000 GAL.
Precinct 2	Gallon	\$2.24	Included SEE REMARKS	\$2.24	\$80 per hour after 2 free hours	X	
Precinct 3	Gallon	\$2.24	Included SEE REMARKS	\$2.24	\$80 per hour after 2 free hours	X	
Precinct 4-P	Gallon	\$2.24	Included SEE REMARKS	\$2.24	\$80 per hour after 2 free hours	X	
Precinct 4-S	Gallon	\$2.24	Included SEE REMARKS	\$2.24	\$80 per hour after 2 free hours	X	

Bid Item #3: RC-250 or Equivalent

Price per gallon / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	PRODUCT/ MATERIAL	DELIVERY	TOTAL	DEMURRAGE	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Gallon	\$3.50	\$0.25	\$3.75	\$70 per hour after 2 free hours	X	MARTIN ASPHALT COMPANY REMARKS: 5000 GALLON MINIMUM
Precinct 2	Gallon	\$3.50	\$0.25	\$3.75	\$70 per hour after 2 free hours	X	
Precinct 3	Gallon	\$3.50	\$0.25	\$3.75	\$70 per hour after 2 free hours	X	
Precinct 4-P	Gallon	\$3.50	\$0.25	\$3.75	\$70 per hour after 2 free hours	X	
Precinct 4-S	Gallon	\$3.50	\$0.25	\$3.75	\$70 per hour after 2 free hours	X	
Precinct 1	Gallon	\$4.40	\$0.20	\$4.60	\$80 per hour after 2 free hours		CLEVELAND ASPHALT PRODUCTS, INC. REMARKS: PRICES BASED ON MINIMUM 5000 GALLON LOAD, FOR SMALLER QUANTITIES PLEASE CALL 800-334-0177. DILUTED MATERIAL CANNOT BE RETURNED FOR CREDIT.
Precinct 2	Gallon	\$4.40	\$0.20	\$4.60	\$80 per hour after 2 free hours		
Precinct 3	Gallon	\$4.40	\$0.20	\$4.60	\$80 per hour after 2 free hours		
Precinct 4-P	Gallon	\$4.40	\$0.20	\$4.60	\$80 per hour after 2 free hours		
Precinct 4-S	Gallon	\$4.40	\$0.20	\$4.60	\$80 per hour after 2 free hours		

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	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Gallon	\$2.65	\$0.20	\$2.85	\$80 per hour after 2 free hours	X	CLEVELAND ASPHALT PRODUCTS, INC. REMARKS: PRICES BASED ON MINIMUM 5000 GALLON LOAD, FOR SMALLER QUANTITIES PLEASE CALL 800-334-0177. DILUTED MATERIAL CANNOT BE RETURNED FOR CREDIT.
Precinct 2	Gallon	\$2.65	\$0.20	\$2.85	\$80 per hour after 2 free hours	X	
Precinct 3	Gallon	\$2.65	\$0.20	\$2.85	\$80 per hour after 2 free hours	X	
Precinct 4-P	Gallon	\$2.65	\$0.20	\$2.85	\$80 per hour after 2 free hours	X	
Precinct 4-S	Gallon	\$2.65	\$0.20	\$2.85	\$80 per hour after 2 free hours	X	
Precinct 1	Gallon	\$2.70	\$0.25	\$2.95	\$70 per hour after 2 free hours		MARTIN ASPHALT COMPANY REMARKS: 5000 GALLON MINIMUM
Precinct 2	Gallon	\$2.70	\$0.25	\$2.95	\$70 per hour after 2 free hours		
Precinct 3	Gallon	\$2.70	\$0.25	\$2.95	\$70 per hour after 2 free hours		
Precinct 4-P	Gallon	\$2.70	\$0.25	\$2.95	\$70 per hour after 2 free hours		
Precinct 4-S	Gallon	\$2.70	\$0.25	\$2.95	\$70 per hour after 2 free hours		

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	AWARD	BIDDER AND REMARKS, IF ANY
Precinct 1	Gallon	\$3.29	Included SEE REMARKS	\$3.29	\$80 per hour after 2 free hours	X	P SQUARED EMULSION PLANTS, LLC REMARKS: 1. MINIMUM TANKER DELIVERY: 5000 GAL. 2. DELIVERY OVER 250 MILES SUBJECT TO ADDITIONAL CHARGES. 3. PUMP CHARGE (TRUCKING CHARGE)\$80 4. PUSH CHARGE(TRUCKING CHARGE)\$80/HR 5. RETURN LOADS (TRUCKING CHARGE): SUBJECT TO CHARGE FROM DELIVERING FREIGHT LINE. 6. SMALLER QUANTITIES AVAILABLE, SUBJECT TO FREIGHT DIFFERENTIAL OF \$0.25/GAL LESS THAN 5000 GAL.
Precinct 2	Gallon	\$3.29	Included SEE REMARKS	\$3.29	\$80 per hour after 2 free hours	X	
Precinct 3	Gallon	\$3.29	Included SEE REMARKS	\$3.29	\$80 per hour after 2 free hours	X	
Precinct 4-P	Gallon	\$3.29	Included SEE REMARKS	\$3.29	\$80 per hour after 2 free hours	X	
Precinct 4-S	Gallon	\$3.29	Included SEE REMARKS	\$3.29	\$80 per hour after 2 free hours	X	

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 November 30, 2023, submit a BID for **ASPHALTS, OILS AND EMULSIONS, Bid Number 2024.03** 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, 2024 and end on December 31, 2024.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Honorable Richard H. Meyer
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: _____

10

10. Consider and take necessary action to approve the District Judges' order to appoint Candice A. Villarreal as County Auditor. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

COUNTY OF CALHOUN

STATE OF TEXAS

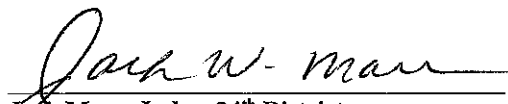
ORDER APPOINTING CANDICE A. VILLARREAL COUNTY AUDITOR

We, Jack Marr, Kemper Stephen Williams and Julie Bauknight, Judges of the 24th, 135th, and 267th Judicial District Courts respectively of Calhoun County, Texas, and having jurisdiction in the County of Calhoun, State of Texas, which said County has a population of more than 10,000 inhabitants according to the last preceding Federal Census, this day having considered the appointment of an Auditor of Accounts and Finances for said County for a term of Two Years, beginning November 1, 2023 and ending October 31, 2025, do after consideration appoint **Candice A. Villarreal** County Auditor in and for Calhoun County, Texas for the said term and until her successor shall have been appointed and qualified.

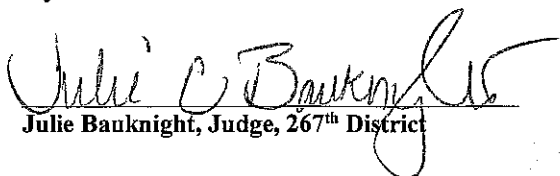
IT IS ORDERED that said Candice A. Villarreal shall before entering upon her duties, execute a good and sufficient bond as **provided by law**.

IT IS FURTHER ORDERED that this appointment shall be recorded in the Minutes of the District Courts of Calhoun County, Texas; and the clerk is directed to certify the same to the Commissioners' Court of Calhoun County for observance.

SIGNED AND APPROVED on this the 25th day of October, A.D., 2023.


Jack Marr, Judge, 24th District


Kemper Stephen Williams, Judge, 135th District


Julie Bauknight, Judge, 267th District

FILED
AT 2:00 O'CLOCK P.M

OCT 25 2023

ANNA KABELA
DISTRICT CLERK, CALHOUN COUNTY, TEXAS
BY _____ DEPUTY

11

11. Consider and take necessary action to accept a check for \$1,930.25 from Janik Alligators LLC for the 2023 Green Lake Project. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Janik Alligators LLC



2023 Invoice Calhoun C0. Greenlake Project

Alligator nests;-----6 nests @ \$300 each-----\$1800.00

Seasonal Alligator Harvest (see attached break down)

\$848.49 X .50% = -----\$424.25

(Minu state license fees) ----- (\$294.00)

Paid by check #13782-----\$1930.25

3244 CR410 Rd
El Campo TX 77437
979-543-5894

www.janikalligators.com
email ld.janik@yahoo.com

Larry's Cell 979-332-1463
Jason's Cell 979-332-1399



Janik Alligators LLC



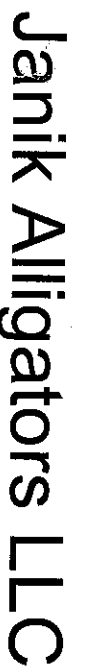
3244 CR410 Rd
El Campo TX 77437
979-543-5894

Buyer #14560039442
www.janikalligators.com

Larry's cell 979-332-1463
Jason's cell 979-332-1399

			Live Alligators			Whole Alligators					
Name	Date	Tag	female 7' & up	male 8' - 10'	male 10' & up	\$5 / ft under 7'	\$7 / ft 7' & 8'	\$9 / ft 9'	\$10 / ft 10' & up	Total	
Green Lake	9/14/2023	23009290					7	8		\$ 53.66	
	9/15/2023	23009291					8	2		\$ 57.17	
	9/15/2023	23009292						9	5	\$ 84.75	
	9/16/2023	23009293					8	7		\$ 60.08	
	9/16/2023	23009294				6	8			\$ 33.34	
	9/17/2023	23009295					8	7		\$ 60.08	
	9/17/2023	23009296					8	11		\$ 62.41	
	9/17/2023	23009297					7	11		\$ 55.41	
	9/17/2023	23009298						9	7	\$ 86.25	
	9/17/2023	23009299					8	0		\$ 56.00	
	9/18/2023	23009300							10	\$ 100.83	
	9/18/2023	23009301					7	5		\$ 51.92	
	9/18/2023	23009302					8	1		\$ 56.58	
Total											\$ 818.49
Applied to Processing											\$ -
Check # _____ Issued											\$ -
Balance											\$ 818.49

Page 1 of 2



Buyer #14560039442

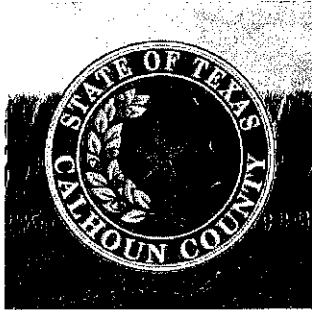
Larry's cell	979-332-1463
Jason's cell	979-332-1399

[illegible]

12

12. Approve the minutes of the October 18, 2023 meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

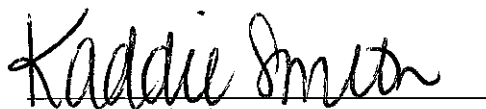
The Commissioners' Court of Calhoun County, Texas met on Wednesday,
October 18, 2023, at 10:00 a.m. in the Commissioners' Courtroom in the County
Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

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


Richard H. Meyer, County Judge
Calhoun County, Texas

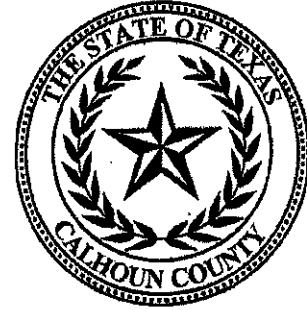
11-1-2023
Date

Anna Goodman, County Clerk


Deputy Clerk

11-1-23
Date





October 18, 2023

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:

Richard Meyer
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
Anna Goodman
By: Karla Perez

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 10:00am by Judge Richard Meyer

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese

Texas Flag: Commissioner Vern Lyssy

4. General Discussion of Public Matters and Public Participation.

Mr. Torres explained he has been helping veterans since relocating back to Calhoun County.

5. Consider and take necessary action to approve a resolution naming Candice Villarreal as Calhoun County Auditor upon the retirement of current auditor, Cindy Mueller. (RHM)

Judge Meyer read resolution.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Richard Meyer, County Judge
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

6. Consider and take necessary action to approve the FY2024 Texas Indigent Defense Commission Formula Grant Request for Application resolution and authorize the County Judge to apply online. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

7. Consider and take necessary action to approve a resolution expressing our support for the Texas Legislature to provide parents with school choice options for the education of their students in K – 12. (RHM)

Judge Meyer read resolution.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Richard Meyer, County Judge
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

8. Consider and take necessary action to extend the feasibility contract with Texas A & M AgriLife to November 30, 2023. There is no additional cost associated with this extension. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

9. Consider and take necessary action to award the bid for the Brighton Road Bridge Replacement Project. (DEH)

Court approved to award the bid to Constar Construction.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

10. Consider and take necessary action to approve Cody Malaer's request to exercise his right for the option on renewing the specifications and agricultural lease agreement for the lease of the Event Center property, 194 acres, for dry land farming that is solely for planting, raising, and harvesting row crops and for no other purposes. The term of this agricultural lease agreement will be for three years with the option to renew for additional three-year terms upon the Commissioners' Court approval and authorize the County Judge to take any action deemed necessary. (VLL)

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

11. Consider and take necessary action to approve Kyle Malaer's request to exercise his right for the option on renewing the specifications and agricultural lease agreement for the lease of the Langdon Tract, 60 acres, for dry land farming that is solely for planting, raising, and harvesting row crops and for no other purposes. The term of this agricultural lease agreement will be for three years with the option to renew for additional three-year terms upon the Commissioners' Court approval and authorize the County Judge to take any action deemed necessary. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

12. Public Hearing regarding a petition to Abandon and Close 0.264 acres, being the undeveloped channel easement area between Lot No. 272 and Lot No. 273 of Sunlandings Phase 1, in the William Arnold League, Abstract 2 according to the established map and plat of said subdivision of record in Volume Z, page 527 of the map and plat records of Calhoun County, Texas. (Exhibit A attached).

Public Hearing opened at 10:21
Mr. Bedgood explained the petition.
Public Hearing closed at 10:26

13. Consider and take necessary action on a request to Abandon and Close 0.264 acres, being the undeveloped channel easement area between Lot No. 272 and Lot No. 273 of Sunlandings Phase 1, in the William Arnold League, Abstract 2 according to the established map and plat of said subdivision of record in Volume Z, page 527 of the map and plat records of Calhoun County, Texas. (Exhibit A attached). (JMB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

14. Consider and take necessary action to accept insurance proceeds from TAC in the amount of \$8,170.72 (\$13,170.72 - \$5,000 deductible) for weather related damage on May 10, 2023 to the generator at the Calhoun County Airport. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

15. Consider and take necessary action to accept insurance proceeds from TAC in the amount of \$5,440.47 (\$7,940.47 - \$2,500 deductible) for a Sheriff Department vehicle accident on September 5, 2023. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

16. Consider and take necessary action to authorize the Texas A & M AgriLife Extension Service to accept a quote from Victoria Communication Services for an AT&T FirstNet Cellular plan due to the continued phone issues in the office and for emergency situations. (RHM)

Karen Lyssy explained the reason for needing this.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

17. Consider and take necessary action to accept a check for \$8,299.00 for the FY24 EMS Pass Through funds from the Golden Crescent Regional Advisory Council for Trauma Service Area-S. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

18. Consider and take necessary action to reappoint Jeana Bethany to the Gulf Bend Center Board of Trustees. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

19. Accept Monthly Reports from the following County Offices:

- a. Justice of the Peace, Precinct – September 2023
- b. Sheriff's Office – September 2023
- c. Texas Agrilife Extension Service – August 2023
 - i. 4-H and Youth Development
 - ii. Agriculture and Natural Resources
 - iii. Family and Community Health
 - iv. Coastal and Marine

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

20. Consider and take necessary action on any necessary budget adjustments.
(RHM)

none

21. Approval of bills and payroll. (RHM)

MMC Bills:
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Hall, Commissioner Pct 1
SECONDER: Vern Lyssy, Commissioner Pct 2
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Indigent Healthcare:
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Hall, Commissioner Pct 1
SECONDER: Vern Lyssy, Commissioner Pct 2
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

County Bills:
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Hall, Commissioner Pct 1
SECONDER: Vern Lyssy, Commissioner Pct 2
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Adjourned 10:35

13

13. Accept Monthly Reports from the following County Offices:

i. Tax Assessor-Collector – September 2023.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

SUMMARY
TAX ASSESSOR-COLLECTOR'S MONTHLY REPORT
SEPTEMBER 2023

		COLLECTIONS	DISBURSEMENTS
Title Certificate Fees	385	\$ 5,395.00	
Title Fees Paid TXDMV			\$ 3,470.00
Title Fees Paid County Treasurer Salary Fund			\$ 1,925.00
 Motor Vehicle Registration Collections		\$ 122,082.60	
Disabled Person Fees		\$ 45.00	
Postage		\$ -	
Global Additional Collections		\$ -	
Paid TXDMV			\$ 100,888.57
Paid TXDMV SP			\$ 15,650.75
Paid County Treasurer			\$ -
Paid County Treasurer Salary Fund			\$ 4,844.15
DMV CCARDTRNSFEE	\$ 1,716.66		\$ -
GL Additional Collections			\$ -
GLOBAL (IBC) Credit/Debit Card Fee's			\$ 1,731.08
GLOBAL Fees In Excess/Shortage of Collections processed on 9/5/23 Dep#172			\$ (14.42)
			\$ (972.53)
Additional Postage - Vehicle Registration		\$ -	
Paid County Treasurer - Additional Postage			\$ -
 Motor Vehicle Sales & Use Tax Collections		\$ 445,163.36	
Paid State Treasurer			\$ 445,163.36
 Special Road/Bridge Fees Collected		\$ 17,280.00	
Paid County Treasurer - R/B Fees			\$ 17,280.00
 Texas Parks & Wildlife Collections		\$ 3,284.00	
TPW GLOBAL CC TRANSACTION FEES		\$ 181.77	
GLOBAL ADDITIONAL COLLECTIONS		\$ -	
Paid Texas Parks & Wildlife			\$ 2,955.60
Paid County Treasurer Salary Fund			\$ 328.40
P&W CCARDTRNSFEE	\$ 181.77		\$ -
GLOBAL Additional Collections	\$ -		\$ -
GLOBAL (IBC) Credit/Debit Card Fee's			\$ 166.91
GLOBAL In Excess/Shortage of Collections			\$ 14.86
 Boat/Motor Sales & Use Tax Collections		\$ 50,117.22	
Paid State Treasurer			\$ 47,611.36
Paid County Treasurer, Salary Fund			\$ 2,505.86
 TABC 5% CO COMMS FOR MONTH OF AUGUST 2023		\$ 55.00	
Paid County Treasurer, Salary Fund			\$ 55.00
 County Beer & Wine Collections		\$ 60.00	
Paid County Treasurer, County Beer & Wine			\$ 57.00
Paid County Treasurer, Salary Fund			\$ 3.00
 INTEREST EARNED ON OFFICE ACCOUNT		\$ 252.10	
Paid County Treasurer, Nav. East			\$ 0.07
Paid County Treasurer, all other districts			\$ 252.03
 INTEREST EARNED ON PARKS AND WILDLIFE ACCOUNT		\$ 29.48	
Paid County Treasurer, Interest on P&W Acc			\$ 29.48
 INTEREST EARNED ON REFUND ACCOUNT		\$ 0.30	
Paid County Treasurer, Interest on Refund Acc			\$ 0.30

Business Personal Property - Misc. Fees	\$	24.22		
Paid County Treasurer			\$	24.22
Excess Funds	\$	-		
Paid County Treasurer			\$	-
Overpayments	\$	1.14		
Current Tax Collections	\$	44,664.24		
Penalty and Interest - Current Roll	\$	8,820.78		
Discount for early payment of taxes			\$	-
Delinquent Tax Collections	\$	6,091.43		
Penalty & Interest - Delinquent Roll	\$	2,717.19		
Collections for Delinquent Tax Attorney	\$	12,459.57		
Advance - FM & L Taxes			\$	1.22
Advance - County AdValorem Taxes			\$	61,475.55
Paid County Treasurer - Nav. East			\$	22.79
Paid County Treasurer - all other Districts			\$	795.22
Paid County Treasurer - Delinq Tax Atty. Fee			\$	12,459.57
Payment in Lieu of Taxes	\$	-		
Paid County Treasurer - Navig. East			\$	-
Paid County Treasurer - All other Districts			\$	-
Special Farmers Fees Collected	\$	55.00		
Paid State Treasurer, Farmers Fees			\$	55.00
Hot Check Collection Charges	\$	-		
Paid County Treasurers, Hot Check Charge			\$	-
Overage on Collection/Assessing Fees	\$	-		
Paid County Treasurer, overage refunded			\$	-
Escheats	\$	-		
Paid County Treasurer-escheats			\$	-
TOTAL COLLECTIONS	\$	718,779.40		
TOTAL DISBURSEMENTS			\$	718,779.40
TOTAL OF ABOVE RECEIPTS PAID TO STATE AND COUNTY			\$	<u>718,779.40</u>


 KERRI BOYD
 Tax Assessor-Collector


 RICHARD H MEYER
 County Judge

14

14. Consider and take necessary action on any necessary budget adjustments. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, November 1, 2023

HEARING TYPE: REGULAR

BUDGET YEAR: 2023

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: COUNTY AUDITOR

DEPARTMENT NO: 190

AMENDMENT NO: 6509 REQUESTOR: COUNTY AUDITOR

AMENDMENT REASON: LINE ITEM TRANSFER TO COVER EXPENSE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE/DECREASE
50495	FIRST ASSISTANT COUNTY AUDITO	999	NO GRANT	\$0	\$0	\$0	\$1,640	\$1,640
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$1,640	\$0	(\$1,640)
51740	VACATION PAY ON TERMINATION	999	NO GRANT	\$0	\$0	\$6,382	\$0	(\$6,382)
51920	GROUP INSURANCE	999	NO GRANT	\$0	\$0	\$0	\$5,300	\$5,300
66310	TRAINING REGISTRATION FEES/TR	999	NO GRANT	\$0	\$0	\$0	\$1,082	\$1,082
AMENDMENT NO 6509 TOTAL				\$0	\$0	\$8,022	\$8,022	\$0

COUNTY AUDITOR TOTAL \$0 \$0 \$8,022 \$8,022 \$0

DEPARTMENT NAME: DISTRICT COURT

DEPARTMENT NO: 430

AMENDMENT NO: 6511 REQUESTOR: DISTRICT CLERK

AMENDMENT REASON: LINE ITEM TRANSFER TO COVER EXPENSE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE/DECREASE
60053	ADULT ASSIGNED-OTHER LITIGATIO	999	NO GRANT	\$0	\$0	\$0	\$2,000	\$2,000
61460	COURT REPORTER-SPECIAL	999	NO GRANT	\$0	\$0	\$2,000	\$0	(\$2,000)
AMENDMENT NO 6511 TOTAL				\$0	\$0	\$2,000	\$2,000	\$0

DISTRICT COURT TOTAL \$0 \$0 \$2,000 \$2,000 \$0

DEPARTMENT NAME: MUSEUM

DEPARTMENT NO: 150

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, November 1, 2023 HEARING TYPE: REGULAR BUDGET YEAR: 2023

FUND NAME GENERAL FUND FUND NO: 1000

DEPARTMENT NAME: MUSEUM DEPARTMENT NO: 150

AMENDMENT NO: 6508 REQUESTOR: MUSEUM

AMENDMENT REASON: LINE ITEM TRANSFER TO COVER EXPENSES

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE / DECREASE
53020	OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$131	\$0	(\$131)
53920	BOOKS	999	NO GRANT	\$0	\$0	\$42	\$0	(\$42)
63210	LASALLE ODYSSEY	999	NO GRANT	\$0	\$0	\$0	\$700	\$700
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$2,527	\$0	(\$2,527)
65472	REPAIRS-MUSEUM	999	NO GRANT	\$0	\$0	\$0	\$2,000	\$2,000
AMENDMENT NO 6508 TOTAL				\$0	\$0	\$2,700	\$2,700	\$0
MUSEUM TOTAL				\$0	\$0	\$2,700	\$2,700	\$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1 DEPARTMENT NO: 540

AMENDMENT NO: 6512 REQUESTOR: COMMISSIONER PRECINCT #1

AMENDMENT REASON: LINE ITEM TRANSFER TO COVER EXPENSE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE / DECREASE
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$8,000	\$8,000
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$8,000	\$0	(\$8,000)
AMENDMENT NO 6512 TOTAL				\$0	\$0	\$8,000	\$8,000	\$0

AMENDMENT NO: 6515 REQUESTOR: COUNTY AUDITOR / OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE / DECREASE
51540	TEMPORARY	999	NO GRANT	\$0	\$0	\$450	\$0	(\$450)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, November 1, 2023

HEARING TYPE: REGULAR

BUDGET YEAR: 2023

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1

DEPARTMENT NO: 540

AMENDMENT NO: 6515 REQUESTOR: COUNTY AUDITOR / OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
51545	PART-TIME EMPLOYEES	999	NO GRANT	\$0	\$0	\$0	\$0	\$450	\$450
AMENDMENT NO 6515 TOTAL				\$0	\$0	\$450	\$450	\$0	\$0
ROAD AND BRIDGE-PRECINCT #1 TOTAL				\$0	\$0	\$8,450	\$8,450	\$0	\$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #2

DEPARTMENT NO: 550

AMENDMENT NO: 6513 REQUESTOR: COMMISSIONER PRECINCT #2

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$11,000	\$11,000	\$11,000
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	\$0	\$0	\$5,000	\$0	(\$5,000)	(\$5,000)
64370	OUTSIDE MAINTENANCE	999	NO GRANT	\$0	\$0	\$5,650	\$0	(\$5,650)	(\$5,650)
66192	TELEPHONE SERVICES	999	NO GRANT	\$0	\$0	\$350	\$0	(\$350)	(\$350)
AMENDMENT NO 6513 TOTAL				\$0	\$0	\$11,000	\$11,000	\$0	\$0
ROAD AND BRIDGE-PRECINCT #2 TOTAL				\$0	\$0	\$11,000	\$11,000	\$0	\$0

DEPARTMENT NAME: SHERIFF

DEPARTMENT NO: 760

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, November 1, 2023

HEARING TYPE: REGULAR

BUDGET YEAR: 2023

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: SHERIFF

DEPARTMENT NO: 760

AMENDMENT NO: 6514

REQUESTOR: CALHOUN COUNTY SHERIFFS OFFICE

AMENDMENT REASON: TO COVER OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
60360	AUTOMOTIVE REPAIRS	999	NO GRANT	\$0	\$0	\$3,000	\$0	(\$3,000)
65464	REPAIRS-INSURANCE RECOVERY	999	NO GRANT	\$0	\$0	\$0	\$3,025	\$3,025
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$25	\$0	(\$25)
AMENDMENT NO 6514 TOTAL				\$0	\$0	\$3,025	\$3,025	\$0

AMENDMENT NO: 6515

REQUESTOR: COUNTY AUDITOR / OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
50365	DEPUTY SHERIFF	999	NO GRANT	\$0	\$0	\$0	\$7,319	\$7,319
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$2,432	\$0	(\$2,432)
51740	VACATION PAY ON TERMINATION	999	NO GRANT	\$0	\$0	\$4,887	\$0	(\$4,887)
AMENDMENT NO 6515 TOTAL				\$0	\$0	\$7,319	\$7,319	\$0

SHERIFF TOTAL

\$0 \$0 \$10,344 \$10,344 \$0

DEPARTMENT NAME: WASTE MANAGEMENT

DEPARTMENT NO: 380

AMENDMENT NO: 6510

REQUESTOR: RECYCLE CENTER

AMENDMENT REASON: LINE ITEM TRANSFER

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53210	MACHINERY PARTS/SUPPLIES	999	NO GRANT	\$0	\$0	\$3,200	\$0	(\$3,200)
66830	WASTE DISPOSAL FEES	999	NO GRANT	\$0	\$0	\$0	\$3,200	\$3,200

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, November 1, 2023

HEARING TYPE: REGULAR

BUDGET YEAR: 2023

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: WASTE MANAGEMENT

DEPARTMENT NO: 380

AMENDMENT NO: 6510 REQUESTOR: RECYCLE CENTER

AMENDMENT REASON: LINE ITEM TRANSFER

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
AMENDMENT NO 6510 TOTAL				\$0	\$0	\$3,200	\$3,200	\$0
WASTE MANAGEMENT TOTAL				\$0	\$0	\$3,200	\$3,200	\$0
GENERAL FUND TOTAL				\$0	\$0	\$45,716	\$45,716	\$0
Grand Total				\$0	\$0	\$45,716	\$45,716	\$0

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15. Approval of bills and payroll. (RHM)

MMC Bills

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

County Bills

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR --November 01, 2023

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ 264,537.47 ✓

TOTAL TRANSFERS BETWEEN FUNDS \$ 48,733.63 ✓

TOTAL NURSING HOME UPL EXPENSES \$ 951,384.78 ✓

TOTAL INTER-GOVERNMENT TRANSFERS \$ -

GRAND TOTAL DISBURSEMENTS APPROVED November 01, 2023 \$ 1,264,655.88 ✓

MEMORIAL MEDICAL CENTER
COMMISSIONERS COURT APPROVAL LIST FOR --November 01, 2023

PAYABLES AND PAYROLL

10/26/2023 Weekly Payables	253,293.50	
10/30/2023 Capital One-supplies	589.33	
10/30/2023 Sam's Club Direct-dietary supplies	557.50	
10/30/2023 City of Port Lavaca-water	65.66	
10/30/2023 Frontier-phone	70.40	
10/30/2023 Fusion Cloud-phone	1,830.36	
10/30/2023 McKesson-340B Prescription Expense	6,745.20	
10/30/2023 Amerisource Bergen-340B Prescription Expense	371.62	
Prosperity Electronic Bank Payments		
10/23-10/27/23 Pay Plus-Patient Claims Processing Fee	443.21	
10/27/2023 ExpertPay- child support	570.69	
TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS		\$ 264,537.47

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

10/26/2023 MMC Operating to Ashford-correction of NH QIPP payment deposited into MMC Operating	7,923.66	
10/26/2023 MMC Operating to Solera-correction of NH QIPP payment deposited into MMC Operating	2,064.69	
10/26/2023 MMC Operating to Fort bend-correction of NH QIPP payment deposited into MMC Operating	2,198.04	
10/26/2023 MMC Operating to Broadmoor-correction of NH QIPP payment deposited into MMC Operating	2,652.16	
10/26/2023 MMC Operating to Crescent-correction of NH insurance and QIPP payment deposited into MMC Operating in error	11,098.75	
10/26/2023 MMC Operating to Golden Creek-correction of NH insurance and QIPP payment deposited into MMC Operating in error	11,756.36	
10/26/2023 MMC Operating to Gulf Pointe Plaza -correction of NH insurance and QIPP payment deposited into MMC Operating	4,164.63	
10/26/2023 MMC Operating to Tuscany Village-correction of NH insurance and QIPP payment deposited into MMC Operating	3,935.87	
10/26/2023 MMC Operating to Bethany-correction of NH insurance and QIPP payment deposited into MMC Operating	2,939.47	
TOTAL TRANSFERS BETWEEN FUNDS		\$ 48,733.63

NURSING HOME UPL EXPENSES

10/30/2023 Nursing Home UPL-Cantex Transfer	297,044.89	
10/30/2023 Nursing Home UPL-Nexion Transfer	95,611.73	
10/30/2023 Nursing Home UPL-HMG Transfer	75,537.67	
10/30/2023 Nursing Home UPL-Tuscany Transfer	270,180.63	
10/30/2023 Nursing Home UPL-HSL Transfer	213,009.88	
TOTAL NURSING HOME UPL EXPENSES		\$ 951,384.78

TOTAL INTER-GOVERNMENT TRANSFERS **\$**

GRAND TOTAL DISBURSEMENTS APPROVED November 01, 2023	\$ 1,264,655.88

RECEIVED BY THE
COUNTY AUDITOR ON

OCT 26 2023

10/26/2023
CALHOUN COUNTY, TEXAS
11:42

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 11/17/2023

0

ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code								
R1200	ADT COMMERCIAL ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
152348240 ✓		10/24/20	10/02/20	10/27/20		53.61	0.00	0.00	53.61 ✓		
	FIRE MONITORING										
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net		
	R1200 ADT COMMERCIAL					53.61	0.00	0.00	53.61		
Vendor#	Vendor Name	Class	Pay Code								
14028	AMAZON CAPITAL SERVICES ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
19W4-3P4P-QYDF ✓		10/18/20	10/08/20	11/08/20		21.98	0.00	0.00	21.98 ✓		
	SUPPLIES										
1XF6-TPDP-3N7Q ✓		10/24/20	10/18/20	11/17/20		46.95	0.00	0.00	46.95 ✓		
	SUPPLIES										
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net		
	14028 AMAZON CAPITAL SERVICES					68.93	0.00	0.00	68.93		
Vendor#	Vendor Name	Class	Pay Code								
A1360	AMERISOURCEBERGEN DRUG CORP ✓	W									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
3149392510 ✓		10/26/20	10/04/20	10/10/20		11,429.60	0.00	0.00	11,429.60		
	INVENTORY										
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net		
	A1360 AMERISOURCEBERGEN DRUG CORP					11,429.60	0.00	0.00	11,429.60		
Vendor#	Vendor Name	Class	Pay Code								
11756	AYA HEALTHCARE INC ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
3616965 ✓		10/24/20	10/19/20	11/15/20		2,976.75	0.00	0.00	2,976.75 ✓		
	KARIANN DUNN W/E 10/12/23 ✓✓✓										
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net		
	11756 AYA HEALTHCARE INC					2,976.75	0.00	0.00	2,976.75		
Vendor#	Vendor Name	Class	Pay Code								
B1220	BECKMAN COULTER INC ✓	M									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
110800099 ✓		10/24/20	08/15/20	09/09/20		1,288.45	0.00	0.00	1,288.45 ✓		
	CONTRACT 64743US										
110920261 ✓		10/24/20	10/12/20	11/06/20		272.99	0.00	0.00	272.99 ✓		
	SUPPLIES										
110919014 ✓		10/24/20	10/16/20	11/10/20		362.28	0.00	0.00	362.28 ✓		
	SUPPLIES										
110925212 ✓		10/24/20	10/18/20	11/12/20		920.55	0.00	0.00	920.55 ✓		
	SUPPLIES										
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net		
	B1220 BECKMAN COULTER INC					2,844.27	0.00	0.00	2,844.27		
Vendor#	Vendor Name	Class	Pay Code								
B1320	BEEKLEY CORPORATION ✓	M									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
MIN0036331 ✓		09/21/20	09/21/20	11/15/20		796.00	0.00	0.00	796.00 ✓		
	SUPPLIES										

Vendor Totals		Number	Name		Gross	Discount	No-Pay	Net	
		B1320	BEEKLEY CORPORATION		796.00	0.00	0.00	796.00	
Vendor#	Vendor Name		Class	Pay Code					
13892	BLUE CROSS BLUE SHIELD REFUND								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
245547		10/26/20	10/17/20	11/01/20		99.20	0.00	0.00	99.20
PT REFUND DALLAS DZIERZA									
243455		10/26/20	10/17/20	11/01/20		114.37	0.00	0.00	114.37
PT REFUND DALLAS DZIERZA									
246811		10/26/20	10/17/20	11/01/20		54.64	0.00	0.00	54.64
PT REFUND SARAH BUSH									
223115		10/26/20	10/17/20	11/01/20		71.52	0.00	0.00	71.52
PT REFUND CARLOS THURLK									
243786		10/26/20	10/17/20	11/01/20		71.52	0.00	0.00	71.52
PT REFUND CARLOS THURLK									
Vendor Totals		Number	Name		Gross	Discount	No-Pay	Net	
		13892	BLUE CROSS BLUE SHIELD REFUND		411.25	0.00	0.00	411.25	
Vendor#	Vendor Name		Class	Pay Code					
14120	CALHOUN COUNTY EMS								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
2023-08		10/24/20	09/01/20	10/05/20		4,840.00	0.00	0.00	4,840.00
AUGUST TRANSFERS									
Vendor Totals		Number	Name		Gross	Discount	No-Pay	Net	
		14120	CALHOUN COUNTY EMS		4,840.00	0.00	0.00	4,840.00	
Vendor#	Vendor Name		Class	Pay Code					
14260	CAREFUSION SOLUTIONS, LLC								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
1002157010-6		10/25/20	10/06/20	11/01/20		2.00	0.00	0.00	2.00
MAINT									
1002157009-9		10/25/20	10/06/20	11/01/20		1,788.00	0.00	0.00	1,788.00
MAINT									
Vendor Totals		Number	Name		Gross	Discount	No-Pay	Net	
		14260	CAREFUSION SOLUTIONS, LLC		1,790.00	0.00	0.00	1,790.00	
Vendor#	Vendor Name		Class	Pay Code					
12768	CHEMAQUA								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
8420080		10/24/20	10/10/20	10/20/20		593.69	0.00	0.00	593.69
WATER TREATMENT									
Vendor Totals		Number	Name		Gross	Discount	No-Pay	Net	
		12768	CHEMAQUA		593.69	0.00	0.00	593.69	
Vendor#	Vendor Name		Class	Pay Code					
C1730	CITY OF PORT LAVACA		W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
101723		10/26/20	10/17/20	11/06/20		135.53	0.00	0.00	135.53
WATER-CLINIC									
101723A		10/26/20	10/17/20	11/06/20		690.02	0.00	0.00	690.02
WATER-MAIN									
101723B		10/26/20	10/17/20	11/06/20		2,351.27	0.00	0.00	2,351.27
WATER -MAIN									
Vendor Totals		Number	Name		Gross	Discount	No-Pay	Net	
		C1730	CITY OF PORT LAVACA		3,176.82	0.00	0.00	3,176.82	

Vendor#	Vendor Name		Class	Pay Code						
10846	COVIDIEN ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
5870177122 ✓		10/24/20	10/03/20	10/13/20		940.84	0.00	0.00	940.84 ✓	
	ENDO STITCH									
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net	
	10846 COVIDIEN					940.84	0.00	0.00	940.84	
Vendor#	Vendor Name		Class	Pay Code						
14400	CULINARY CONCESSIONS LLC ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
INV00000874 ✓		10/24/20	09/30/20	10/30/20		32,608.36	0.00	0.00	32,608.36 ✓	
	CONTRACT FEE									
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net	
	14400 CULINARY CONCESSIONS LLC					32,608.36	0.00	0.00	32,608.36	
Vendor#	Vendor Name		Class	Pay Code						
10368	DEWITT POTH & SON ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
733203-1 ✓		10/24/20	10/11/20	11/05/20		39.64	0.00	0.00	39.64 ✓	
	SUPPLIES									
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net	
	10368 DEWITT POTH & SON					39.64	0.00	0.00	39.64	
Vendor#	Vendor Name		Class	Pay Code						
14800	DIRECTV ENTERTAINMENT HOLDINGS ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
088862205X231012 ✓		10/24/20	10/12/20	10/31/20		481.00	0.00	0.00	481.00 ✓	
	SATELLITE									
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net	
	14800 DIRECTV ENTERTAINMENT HOLDINGS					481.00	0.00	0.00	481.00	
Vendor#	Vendor Name		Class	Pay Code						
11284	EMERGENCY STAFFING SOLUTIONS ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
42610 ✓		10/24/20	10/15/20	10/25/20		40,062.50	0.00	0.00	40,062.50 ✓	
	PHYSICIAN SERV (1-15th)									
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						
C2510	EVIDENT ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
T2310101378 ✓		10/25/20	10/10/20	10/11/20		10,589.00	0.00	0.00	10,589.00 ✓	
	CODING/BUSINESS SERV									
T2310161378 ✓		10/25/20	10/16/20	10/17/20		10,905.64	0.00	0.00	10,905.64 ✓	
	BUSINESS SERV									
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net	
	C2510 EVIDENT					21,494.64	0.00	0.00	21,494.64	
Vendor#	Vendor Name		Class	Pay Code						
15052	FAVORITE HEALTHCARE STAFFING ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
1463734 ✓		10/25/20	09/27/20	10/15/20		2,351.25	0.00	0.00	2,351.25 ✓	
	LYSSA CORTINAS W/E 9/22/23 RN									
1464329 ✓		10/25/20	10/04/20	11/01/20		4,655.00	0.00	0.00	4,655.00 ✓	
	LYSSA CORTINAS W/E 9/29/23 RN									

1465188	✓	10/25/20	10/06/20	10/21/20		2,280.00	0.00	0.00	2,280.00	✓	
		LYSSA CORTINAS W/E 10/6/23									
1466107	✓	10/25/20	10/18/20	11/02/20		4,607.50	0.00	0.00	4,607.50	✓	
		LYSSA CORTINAS W/E 10/13/2									
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
		15052	FAVORITE HEALTHCARE STAFFING					13,893.75	0.00	0.00	13,893.75
Vendor#	Vendor Name				Class	Pay Code					
F1400	FISHER HEALTHCARE				M						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net	
6717003	✓	10/24/20	10/04/20	10/29/20			189.45	0.00	0.00	189.45	✓
	SUPPLIES										
6753845	✓	10/24/20	10/05/20	10/30/20			67.54	0.00	0.00	67.54	✓
	SUPPLIES										
6753844	✓	10/24/20	10/05/20	10/30/20			1,065.06	0.00	0.00	1,065.06	✓
	SUPPLIES										
6753843	✓	10/24/20	10/05/20	10/30/20			1,065.06	0.00	0.00	1,065.06	✓
	SUPPLIES										
6821515	✓	10/24/20	10/09/20	11/03/20			3,890.36	0.00	0.00	3,890.36	✓
	SUPPLIES										
6857781	✓	10/24/20	10/10/20	11/04/20			79.80	0.00	0.00	79.80	✓
	SUPPLIES										
6857780	✓	10/24/20	10/10/20	11/04/20			258.74	0.00	0.00	258.74	✓
	SUPPLIES										
6857784	✓	10/24/20	10/10/20	11/04/20			1,365.51	0.00	0.00	1,365.51	✓
	SUPPLIES										
6857783	✓	10/24/20	10/10/20	11/04/20			350.16	0.00	0.00	350.16	✓
	SUPPLIES										
6857779	✓	10/24/20	10/10/20	11/04/20			656.88	0.00	0.00	656.88	✓
	SUPPLIES										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
		F1400	FISHER HEALTHCARE					8,988.56	0.00	0.00	8,988.56
Vendor#	Vendor Name				Class	Pay Code					
12404	GE PRECISION HEALTHCARE, LLC				✓						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net	
6002507527	✓	10/24/20	10/01/20	10/31/20			204.83	0.00	0.00	204.83	✓
	MEDRAD										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
		12404	GE PRECISION HEALTHCARE, LLC					204.83	0.00	0.00	204.83
Vendor#	Vendor Name				Class	Pay Code					
13148	GRACE FLOORING AND GLASS				✓						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net	
2467	✓	10/24/20	10/12/20	10/12/20			6,464.50	0.00	0.00	6,464.50	✓
	VINYL PLANK INSTALL/HALF C										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
		13148	GRACE FLOORING AND GLASS					6,464.50	0.00	0.00	6,464.50
Vendor#	Vendor Name				Class	Pay Code					
10334	HEALTH CARE LOGISTICS INC				✓						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net	
309122659	✓	10/24/20	09/08/20	10/03/20			73.00	0.00	0.00	73.00	✓
	SUPPLIES										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net

10334	HEALTH CARE LOGISTICS INC						73.00	0.00	0.00	73.00
Vendor#	Vendor Name					Class	Pay Code			
15084	KRISTIN SPENCER									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
101323		10/26/20	10/13/20	11/01/20		20.00	0.00	0.00	20.00	
	PT REFUND KRISTIN SPENCE									
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net	
15084	KRISTIN SPENCER					20.00	0.00	0.00	20.00	
Vendor#	Vendor Name					Class	Pay Code			
15068	LRS HEALTHCARE									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
627142R		10/26/20	10/12/20	11/01/20		3,249.00	0.00	0.00	3,249.00	
	DELICIA GARCIA Imaging (10/24-8/24/23)									
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net	
15068	LRS HEALTHCARE					3,249.00	0.00	0.00	3,249.00	
Vendor#	Vendor Name					Class	Pay Code			
10972	M G TRUST									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
102323		10/24/20	10/23/20	11/01/20		1,115.86	0.00	0.00	1,115.86	
	PAYROLL DEDUCT									
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net	
10972	M G TRUST					1,115.86	0.00	0.00	1,115.86	
Vendor#	Vendor Name					Class	Pay Code			
10963	MEMORIAL MEDICAL CLINIC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
102323		10/24/20	10/23/20	11/01/20		140.00	0.00	0.00	140.00	
	PAYROLL DEDUCT									
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net	
10963	MEMORIAL MEDICAL CLINIC					140.00	0.00	0.00	140.00	
Vendor#	Vendor Name					Class	Pay Code			
15080										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
181179		10/26/20	10/17/20	11/01/20		120.00	0.00	0.00	120.00	
	PT REFUND									
Vendor Totals	Number Name					Gross	Discount	No-Pay	Net	
15080						120.00	0.00	0.00	120.00	
Vendor#	Vendor Name					Class	Pay Code			
10536	MORRIS & DICKSON CO, LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
1027145A		10/24/20	09/10/20	09/20/20		40.00	0.00	0.00	40.00	
	SHORT PAID BALANCE									
1158283		10/24/20	10/12/20	10/22/20		353.02	0.00	0.00	353.02	
	INVENTORY									
1158282		10/24/20	10/12/20	10/22/20		0.10	0.00	0.00	0.10	
	INVENTORY									
1154964		10/24/20	10/12/20	10/22/20		3,351.75	0.00	0.00	3,351.75	
	INVENTORY									
1164391		10/24/20	10/15/20	10/25/20		794.05	0.00	0.00	794.05	
	INVENTORY									
1163299		10/24/20	10/15/20	10/25/20		12.46	0.00	0.00	12.46	
	INVENTORY									

1164392 ✓	10/24/20 10/15/20 10/25/20	2,672.91	0.00	0.00	2,672.91 ✓
INVENTORY					
1172217 ✓	10/24/20 10/17/20 10/27/20	25.45	0.00	0.00	25.45 ✓
INVENTORY					
1172219 ✓	10/24/20 10/17/20 10/27/20	51.87	0.00	0.00	51.87 ✓
INVENTORY					
1172218 ✓	10/24/20 10/17/20 10/27/20	5,325.42	0.00	0.00	5,325.42 ✓
INVENTORY					
1180495 ✓	10/24/20 10/18/20 10/28/20	813.24	0.00	0.00	813.24 ✓
INVENTORY					
1180496 ✓	10/24/20 10/18/20 10/28/20	639.93	0.00	0.00	639.93 ✓
INVENTORY					
1179556 ✓	10/24/20 10/18/20 10/28/20	188.18	0.00	0.00	188.18 ✓
INVENTORY					
1177738 ✓	10/24/20 10/18/20 10/28/20	8,492.35	0.00	0.00	8,492.35 ✓
INVENTORY					
1177739 ✓	10/24/20 10/18/20 10/28/20	41.46	0.00	0.00	41.46 ✓
INVENTORY					
1177737 ✓	10/24/20 10/18/20 10/28/20	2.94	0.00	0.00	2.94 ✓
INVENTORY					
CM68236 ✓	10/24/20 10/19/20 10/29/20	-0.02	0.00	0.00	-0.02 ✓
CREDIT					
1185906 ✓	10/24/20 10/19/20 10/29/20	155.14	0.00	0.00	155.14 ✓
INVENTORY					
1186363 ✓	10/24/20 10/19/20 10/29/20	1,109.35	0.00	0.00	1,109.35 ✓
INVENTORY					
1182985 ✓	10/24/20 10/19/20 10/29/20	389.09	0.00	0.00	389.09 ✓
INVENTORY					
CM68235 ✓	10/24/20 10/19/20 10/29/20	-0.12	0.00	0.00	-0.12 ✓
CREDIT					
1187604 ✓	10/25/20 10/20/20 10/30/20	3,351.75	0.00	0.00	3,351.75 ✓
INVENTORY					
1192650 ✓	10/25/20 10/22/20 11/01/20	872.20	0.00	0.00	872.20 ✓
INVENTORY					
1192647 ✓	10/25/20 10/22/20 11/01/20	145.33	0.00	0.00	145.33 ✓
INVENTORY					
1192648 ✓	10/25/20 10/22/20 11/01/20	1.92	0.00	0.00	1.92 ✓
INVENTORY					
1192649 ✓	10/25/20 10/22/20 11/01/20	162.07	0.00	0.00	162.07 ✓
INVENTORY					
1195484 ✓	10/25/20 10/23/20 11/02/20	3.24	0.00	0.00	3.24 ✓
INVENTORY					
1196858 ✓	10/25/20 10/23/20 11/02/20	411.46	0.00	0.00	411.46 ✓
INVENTORY					
1195483 ✓	10/25/20 10/23/20 11/02/20	8.83	0.00	0.00	8.83 ✓
INVENTORY					
1196859 ✓	10/25/20 10/23/20 11/02/20	640.26	0.00	0.00	640.26 ✓
INVENTORY					
9961968 ✓	10/26/20 08/23/20 09/02/20	3,611.54	0.00	0.00	3,611.54 ✓
INVENTORY					
1008447 ✓	10/26/20 09/05/20 09/15/20	49.59	0.00	0.00	49.59 ✓

INVENTORY

Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		10536	MORRIS & DICKSON CO, LLC			33,716.76	0.00	0.00	33,716.76
Vendor#	Vendor Name		Class	Pay Code					
15088	.T ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
254475 ✓		10/26/20	10/03/20	11/01/20		30.00	0.00	0.00	30.00 ✓
PT REFUDN									
Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		15088				30.00	0.00	0.00	30.00
Vendor#	Vendor Name		Class	Pay Code					
12388	NATIONAL FARM LIFE INSURANCE ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
4065650 ✓		10/26/20	10/16/20	11/01/20		3,190.42	0.00	0.00	3,190.42 ✓
LIFE INSUR									
Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		12388	NATIONAL FARM LIFE INSURANCE			3,190.42	0.00	0.00	3,190.42
Vendor#	Vendor Name		Class	Pay Code					
01500	OLYMPUS AMERICA INC ✓		M						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
35140335 ✓		10/24/20	10/07/20	11/01/20		1,125.00	0.00	0.00	1,125.00 ✓
CONTRACT									
35148398 ✓		10/24/20	10/10/20	11/04/20		201.88	0.00	0.00	201.88 ✓
SUPPLIES									
Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		01500	OLYMPUS AMERICA INC			1,326.88	0.00	0.00	1,326.88
Vendor#	Vendor Name		Class	Pay Code					
10152	PARTSSOURCE, LLC ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
04970719 ✓		10/24/20	10/06/20	11/05/20		144.08	0.00	0.00	144.08 ✓
SUPPLIES									
Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		10152	PARTSSOURCE, LLC			144.08	0.00	0.00	144.08
Vendor#	Vendor Name		Class	Pay Code					
P1800	PITNEY BOWES INC ✓		W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
1023953853 ✓		10/24/20	09/26/20	10/26/20		207.00	0.00	0.00	207.00 ✓
POSTAGE									
1024035604 ✓		10/24/20	10/09/20	11/08/20		104.99	0.00	0.00	104.99 ✓
INK CARTRIDGE									
Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		P1800	PITNEY BOWES INC			311.99	0.00	0.00	311.99
Vendor#	Vendor Name		Class	Pay Code					
14764	PL-CPR, LLC ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
259 ✓		10/25/20	10/20/20	11/01/20		525.00	0.00	0.00	525.00 ✓
ACLS									
261 ✓		10/25/20	10/24/20	11/01/20		250.00	0.00	0.00	250.00 ✓
BLS CLASS									
Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		14764	PL-CPR, LLC			775.00	0.00	0.00	775.00

Vendor#	Vendor Name				Class	Pay Code					
10372	PRECISION DYNAMICS CORP (PDC)										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
9354224305		10/24/20	09/21/20	10/21/20		204.36	0.00	0.00	204.36		
	SUPPLIES										
9354373750		10/24/20	10/09/20	11/08/20		204.36	0.00	0.00	204.36		
	SUPPLIES										
9354429198		10/24/20	10/16/20	11/15/20		204.36	0.00	0.00	204.36		
	SUPPLIES										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						10372	PRECISION DYNAMICS CORP (PDC)	613.08	0.00	0.00	613.08
Vendor#	Vendor Name				Class	Pay Code					
10896	QIAGEN INC										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
998972615		10/24/20	09/29/20	10/29/20		209.93	0.00	0.00	209.93		
	SUPPLIES										
998976741		10/24/20	10/03/20	11/02/20		209.93	0.00	0.00	209.93		
	SUPPLIES										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						10896	QIAGEN INC	419.86	0.00	0.00	419.86
Vendor#	Vendor Name				Class	Pay Code					
11024	REED, CLAYMON, MEEKER & HARGET										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
29614		10/24/20	10/17/20	11/05/20		95.00	0.00	0.00	95.00		
	LEGAL SERV										
29615		10/24/20	10/17/20	11/05/20		95.00	0.00	0.00	95.00		
	LEGAL SERVICES										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						11024	REED, CLAYMON, MEEKER & HARGET	190.00	0.00	0.00	190.00
Vendor#	Vendor Name				Class	Pay Code					
S2001	SIEMENS MEDICAL SOLUTIONS INC				M						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
116447062		10/25/20	10/18/20	11/10/20		2,375.92	0.00	0.00	2,375.92		
	SYMBIA EVO										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						S2001	SIEMENS MEDICAL SOLUTIONS INC	2,375.92	0.00	0.00	2,375.92
Vendor#	Vendor Name				Class	Pay Code					
10699	SIGN AD, LTD.										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
293042		10/26/20	10/16/20	10/26/20		410.00	0.00	0.00	410.00		
	ADVERTISING										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						10699	SIGN AD, LTD.	410.00	0.00	0.00	410.00
Vendor#	Vendor Name				Class	Pay Code					
14716	SINGLETON ASSOCIATES PA										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
560-1		10/24/20	10/05/20	11/01/20		8.39	0.00	0.00	8.39		
	RADIOLOGY SERV										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						14716	SINGLETON ASSOCIATES PA	8.39	0.00	0.00	8.39
Vendor#	Vendor Name				Class	Pay Code					

11296 SOUTH TEXAS BLOOD & TISSUE CEN

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
107035253		10/24/20	10/15/20	11/09/20		4,953.00	0.00	0.00	4,953.00

BLOOD

CM10708		10/24/20	10/15/20	11/09/20		-2,540.00	0.00	0.00	-2,640.00

CREDIT

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
11296		SOUTH TEXAS BLOOD & TISSUE CEN	2,313.00	0.00	0.00	2,313.00

Vendor# Vendor Name Class Pay Code

C1010 SPARKLIGHT

W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
101423		10/25/20	10/14/20	10/15/20		137.88	0.00	0.00	137.88

PT CABLE

101623		10/25/20	10/16/20	10/17/20		132.61	0.00	0.00	132.61

CLINIC CABLE

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
C1010		SPARKLIGHT	270.49	0.00	0.00	270.49

Vendor# Vendor Name Class Pay Code

10758 TEXAS SELECT STAFFING, LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
0022900		10/24/20	10/19/20	10/20/20		4,097.50	0.00	0.00	4,097.50

BRANDON BATES W/E 10/14/20

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
10758		TEXAS SELECT STAFFING, LLC	4,097.50	0.00	0.00	4,097.50

Vendor# Vendor Name Class Pay Code

10732 THERACOM, LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
224367637-301		10/25/20	07/12/20	10/10/20		2,304.25	0.00	0.00	2,304.25

INVENTORY

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
10732		THERACOM, LLC	2,304.25	0.00	0.00	2,304.25

Vendor# Vendor Name Class Pay Code

13224 TORCH

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
2229905		10/24/20	06/28/20	07/28/20		6,375.00	0.00	0.00	6,375.00

CFO SEARCH

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
13224		TORCH	6,375.00	0.00	0.00	6,375.00

Vendor# Vendor Name Class Pay Code

13616 TRIOSE, INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
TR1166722		10/24/20	10/24/20	11/08/20		66.94	0.00	0.00	66.94

FREIGHT

TR1135293		10/25/20	10/20/20	11/04/20		120.01	0.00	0.00	120.01

FREIGHT

TR1137079		10/25/20	11/11/20	11/26/20		210.78	0.00	0.00	210.78

FREIGHT

TR1138238		10/25/20	11/25/20	12/10/20		129.04	0.00	0.00	129.04

FREIGHT

TR1138763		10/25/20	12/01/20	12/16/20		60.90	0.00	0.00	60.90

FREIGHT

TRI142215	✓	10/25/20 01/13/20 01/28/20	30.00	0.00	0.00	30.00	✓
	FREIGHT						
TRI144490	✓	10/25/20 02/10/20 02/25/20	46.77	0.00	0.00	46.77	✓
	FREIGHT						
TRI146857	✓	10/25/20 03/10/20 03/25/20	300.34	0.00	0.00	300.34	✓
	FREIGHT						
TRI147410	✓	10/25/20 03/17/20 04/01/20	220.06	0.00	0.00	220.06	✓
	FREIGHT						
TRI148098	✓	10/25/20 03/24/20 04/08/20	276.19	0.00	0.00	276.19	✓
	FREIGHT						
TRI153852	✓	10/25/20 06/01/20 06/16/20	131.56	0.00	0.00	131.56	✓
	FREIGHT						
TRI155707	✓	10/25/20 06/22/20 07/07/20	192.15	0.00	0.00	192.15	✓
	FREIGHT						
TRI159310	✓	10/25/20 08/02/20 08/17/20	63.21	0.00	0.00	63.21	✓
	FREIGHT						
TRI160669	✓	10/25/20 08/17/20 09/01/20	238.97	0.00	0.00	238.97	✓
	FREIGHT						
TRI161877	✓	10/25/20 08/31/20 09/15/20	103.40	0.00	0.00	103.40	✓
	FREIGHT						
TRI162450	✓	10/25/20 09/07/20 09/22/20	336.43	0.00	0.00	336.43	✓
	FREIGHT						
TRI162971	✓	10/25/20 09/12/20 09/27/20	90.76	0.00	0.00	90.76	✓
	FREIGHT						
TRI163596	✓	10/25/20 09/19/20 10/04/20	281.13	0.00	0.00	281.13	✓
	FREIGHT						

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	13616	TRIOSE, INC	2,898.64	0.00	0.00	2,898.64

Vendor#	Vendor Name	Class	Pay Code

10885	TTUHSC - HEALTH.EDU	✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
2309-425	✓	10/24/20	08/01/20	08/31/20		6,826.51	0.00	0.00	6,826.51
CONT EDUCATION SERV									

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	10885	TTUHSC - HEALTH.EDU	6,826.51	0.00	0.00	6,826.51

Vendor#	Vendor Name	Class	Pay Code

U1064	UNIFIRST HOLDINGS INC	✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
2921016081	✓	10/24/20	10/16/20	11/10/20		2,890.65	0.00	0.00	2,890.65
LAUNDRY									
2921016082	✓	10/24/20	10/16/20	11/10/20		91.80	0.00	0.00	91.80
LAUNDRY									
2921016417	✓	10/24/20	10/19/20	11/13/20		244.19	0.00	0.00	244.19
LAUNDRY									
2921016416	✓	10/24/20	10/19/20	11/13/20		298.08	0.00	0.00	298.08
LAUNDRY									
2921016413	✓	10/24/20	10/19/20	11/13/20		202.76	0.00	0.00	202.76
LAUNDRY									
2921016418	✓	10/24/20	10/19/20	11/13/20		228.21	0.00	0.00	228.21
LAUNDRY									
2921016414	✓	10/24/20	10/19/20	11/13/20		2,195.04	0.00	0.00	2,195.04

LAUNDRY											
2921016412	✓	10/24/20	10/19/20	11/13/20		117.69	0.00	0.00	117.69	✓	
LAUNDRY											
2921016415	✓	10/24/20	10/19/20	11/13/20		29.95	0.00	0.00	29.95	✓	
LAUNDRY											
2921016419	✓	10/24/20	10/19/20	11/13/20		102.46	0.00	0.00	102.46	✓	
LAUNDRY											
2921016607	✓	10/25/20	10/23/20	11/17/20		2,774.03	0.00	0.00	2,774.03	✓	
LAUNDRY											
2921016608		10/25/20	10/23/20	11/17/20		91.80	0.00	0.00	91.80	✓	
LAUNDRY											
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						U1064	UNIFIRST HOLDINGS INC	9,266.66	0.00	0.00	9,266.66
Vendor#	Vendor Name				Class	Pay Code					
V1471	VICTORIA RADIOWORKS, LTD ✓				W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net	
23090223	✓	10/26/20	09/30/20	10/30/20			160.00	0.00	0.00	160.00	✓
ADVERTISING											
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						V1471	VICTORIA RADIOWORKS, LTD	160.00	0.00	0.00	160.00
Vendor#	Vendor Name				Class	Pay Code					
I1110	WERFEN USA LLC ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net	
9111398430	✓	10/24/20	10/13/20	11/07/20			1,571.67	0.00	0.00	1,571.67	✓
CONTRACT											
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						I1110	WERFEN USA LLC	1,571.67	0.00	0.00	1,571.67
Vendor#	Vendor Name				Class	Pay Code					
11400	WEST COAST MEDICAL RESOURCES ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net	
INV105284	✓	10/24/20	10/16/20	11/15/20			895.00	0.00	0.00	895.00	✓
SUPPLIES											
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						11400	WEST COAST MEDICAL RESOURCES	895.00	0.00	0.00	895.00
Vendor#	Vendor Name				Class	Pay Code					
10556	WOUND CARE SPECIALISTS ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net	
WCS00006282	✓	10/24/20	10/01/20	10/30/20			13,925.00	0.00	0.00	13,925.00	✓
WOUND CARE SEPT 23											
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						10556	WOUND CARE SPECIALISTS	13,925.00	0.00	0.00	13,925.00
Report Summary											
Grand Totals:		Gross		Discount		No-Pay		Net			
		253,293.50		0.00		0.00		253,293.50			

APPROVED ON

OCT 26 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

OCT 30 2023

10/30/2023
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

0

ap_open_invoice.template

Vendor# Vendor Name

14064 CAPITAL ONE ✓

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
101923		10/30/20	10/19/20	11/13/20		589.33	0.00	0.00	589.33 ✓

SUPPLIES

Vendor Totals: Number Name

14064 CAPITAL ONE

Gross	Discount	No-Pay	Net
589.33	0.00	0.00	589.33

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	589.33	0.00	0.00	589.33 ✓

APPROVED ON

OCT 30 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

OCT 30 2023

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

11:40

AP Open Invoice List

0

ap_open_invoice.template

Dates Through:

Vendor# Vendor Name

Class Pay Code

S0900 SAM'S CLUB DIRECT ✓

W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
102023		10/30/20	10/20/20	11/08/20		557.50	0.00	0.00	557.50 ✓

SUPPLIES

Vendor Totals Number Name

Gross	Discount	No-Pay	Net
557.50	0.00	0.00	557.50

S0900 SAM'S CLUB DIRECT

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	557.50	0.00	0.00	557.50

APPROVED ON

OCT 30 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

OCT 30 2023

10/30/2023
CALHOUN COUNTY, TEXAS
11:41

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

C1730 CITY OF PORT LAVACA

W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
101723B		10/26/20	10/17/20	11/06/20		~~2,351.27~~	0.00	0.00	~~2,351.27~~
	WATER-MAIN	on original payable list							
101723A		10/26/20	10/17/20	11/06/20		~~690.02~~	0.00	0.00	~~690.02~~
	WATER-MAIN	"							
101723		10/26/20	10/17/20	11/06/20		~~135.53~~	0.00	0.00	~~135.53~~
	WATER-CLINIC	"							
101723C		10/30/20	10/17/20	11/06/20		65.66	0.00	0.00	65.66
	WATER-PT								

Vendor Totals Number Name

C1730 CITY OF PORT LAVACA

Gross	Discount	No-Pay	Net
3,242.48	0.00	0.00	3,242.48

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	3,242.48	0.00	0.00	3,242.48

APPROVED ON

OCT 30 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

OCT 30 2023

10/30/2023

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

0

ap_open_invoice.template

Vendor# Vendor Name

11183 FRONTIER ✓

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
101923		10/30/20	10/19/20	11/13/20		70.40	0.00	0.00	70.40 ✓

PHONE

Vendor Total: Number Name

11183 FRONTIER

Gross	Discount	No-Pay	Net
70.40	0.00	0.00	70.40

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	70.40	0.00	0.00	70.40

APPROVED ON

OCT 30 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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10/30/202311:40
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

12636 FUSION CLOUD SERVICES, LLC ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
1029011415	✓	10/30/20	10/16/20	11/15/20		1,830.36	0.00	0.00	1,830.36 ✓

PHONE

Vendor Totals Number Name

Number	Name	Gross	Discount	No-Pay	Net
12636	FUSION CLOUD SERVICES, LLC	1,830.36	0.00	0.00	1,830.36

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	1,830.36	0.00	0.00	1,830.36

APPROVED ON

OCT 30 2023

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: 10/27/2023

Page: 002

DC: 8115

Territory:

Customer: 632536
Date: 10/28/2023

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 10/27/2023 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 PLEASE CHECK ANY
Date: 10/28/2023 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	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotal: 6,882.89 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 2,451.97
08/07/2017

If Paid By 10/31/2023,
Pay This Amount:

6,745.20 USD

If Paid After 10/31/2023,
Pay This Amount:

6,882.89 USD

Due If Paid On Time:

USD 6,745.20 ✓

Disc lost if paid late:

137.69

Due If Paid Late:

USD 6,882.89

0.00

6,742.60

2.60

6,745.20 *

Andrew Foster
10/30/23

APPROVED ON

OCT 30 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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: 10/27/2023

Page: 001

DC: 8115

Territory: 7001

Customer: 256342
Date: 10/28/2023

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 10/27/2023 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 10/28/2023 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 256342 WALMART 1098/MEM MED PHS											
10/23/2023	10/31/2023	7452827107	92785301	115Invoice	18.28	913.90		895.62	✓	7452827107	
10/23/2023	10/31/2023	7452849091	92966229	115Invoice	15.97	798.49		782.52	✓	7452849091	
10/24/2023	10/31/2023	7453171354	93008231	115Invoice	23.21	1,160.41		1,137.20	✓	7453171354	
10/24/2023	10/31/2023	7453340089	93015013	195Invoice	5.23	261.50		256.27	✓	7453340089	
10/25/2023	10/31/2023	7453683449	89390331	115Invoice	2.36	117.99		115.63	✓	7453683449	
10/25/2023	10/31/2023	7453683450	90145274	115Invoice	1.39	69.51		68.12	✓	7453683450	
10/26/2023	10/31/2023	7453741180	93385893	115Invoice	32.03	1,601.33		1,569.30	✓	7453741180	
10/26/2023	10/31/2023	7453741181	93385893	115Invoice	1.02	50.76		49.74	✓	7453741181	
10/27/2023	10/31/2023	7454010395	93443903	115Invoice	0.01	0.32		0.31	✓	7454010395	
10/27/2023	10/31/2023	7454010396	93614176	115Invoice	16.00	799.93		783.93	✓	7454010396	
10/27/2023	10/31/2023	7454010397	93514176	115Invoice	0.03	1.27		1.24	✓	7454010397	
10/27/2023	10/31/2023	7454167607	93479799	195Invoice	20.24	1,011.80		991.56	✓	7454167607	
10/27/2023	10/31/2023	7454167608	93434688	195Invoice	0.11	5.38		5.27	✓	7454167608	
10/27/2023	10/31/2023	7454167609	93450540	195Invoice	1.73	86.38		84.65	✓	7454167609	
10/27/2023	10/31/2023	7454190485	93385598	115Invoice	0.03	1.27		1.24	✓	7454190485	

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: 6,880.24 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 10,510.49
10/23/2023

If Paid By 10/31/2023,
Pay This Amount:

6,742.60 USD

If Paid After 10/31/2023,
Pay this Amount:

6,880.24 USD

Due If Paid On Time:

USD 6,742.60 ✓

Disc lost if paid late:

137.64

Due If Paid Late:

USD 6,880.24

APPROVED ON

OCT 30 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

Andrew D. Santos
10/30/23

McKESSON

STATEMENT

Company: 8000

As of: 10/27/2023

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

CVS PHCY 7475/MEM MC 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

Territory: 7001

Customer: 835438
Date: 10/28/2023

As of: 10/27/2023 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835438 PLEASE CHECK ANY
Date: 10/28/2023 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835438	CVS PHCY 7475/MEM MC PHS										
10/25/2023	10/31/2023	7453617759	2779978	115 Invoice	0.05	2.65		2.60	✓	7453617759	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835438 CVS PHCY 7475/MEM MC PHS

Subtotals:

2.65 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 10/23/2023 10,510.49

If Paid By 10/31/2023,
Pay This Amount:

2.60 USD

If Paid After 10/31/2023,
Pay this Amount:

2.65 USD

Due If Paid On Time:

USD 2.60 ✓

Disc lost if paid late:

0.05

Due If Paid Late:

USD 2.65

Andrew Sales, Director
10/30/23

APPROVED ON

OCT 30 2023

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

For AR Inquiries please contact 800-867-0333



STATEMENT

Statement Number: 66181866
Date: 10-27-2023

1 of 1

Served By:
AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101DEA: RA0289276
866-451-9655Customer:
WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER ✓
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509Remit To:
AMERISOURCEBERGEN
PO Box 905223
CHARLOTTE NC 28290-5223

Customer Number

100135284 / 037028186

Terms

Sat - Fri Due in 7 days

Summary

Not Yet Due:	0.00
Current:	371.62
Past Due:	0.00
Total Due:	371.62
Account Balance:	371.62

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
10-23-2023	11-03-2023	3151369680	7004464440	Invoice	93.28		0.00	93.28
10-23-2023	11-03-2023	3151369681	7004476426	Invoice	24.41		0.00	24.41
10-23-2023	11-03-2023	3151503871	7004489973	Invoice	35.80		0.00	35.80
10-24-2023	11-03-2023	3151660527	7004500585	Invoice	65.98		0.00	65.98
10-24-2023	11-03-2023	3151680528	7004501391	Invoice	23.82		0.00	23.82
10-25-2023	11-03-2023	3151822578	7004508616	Invoice	3.70		0.00	3.70
10-26-2023	11-03-2023	3151985369	7004523505	Invoice	26.15		0.00	26.15
10-26-2023	11-03-2023	3151985530	7004520512	Invoice	23.82		0.00	23.82
10-27-2023	11-03-2023	3152135089	7004533954	Invoice	72.57		0.00	72.57
10-27-2023	11-03-2023	3152135230	7004533098	Invoice	2.09		0.00	2.09

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
371.62	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
10-27-2023	(5,758.97)

APPROVED ON

OCT 30 2023

BY COUNTY CLERK
CALHOUN COUNTY, TEXAS

Reminders

Due Date	Amount
11-03-2023	371.62
Total Due:	371.62

Andrew D. Santos
10/30/23

MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT --- Oct 23, 2023 - Oct 29, 2023

Date	Bank Description
10/27/2023	WIRE OUT CBNA INCOMING SETTLEMENT ACCOUNT
10/27/2023	PAY PLUS ACHTrans 000000005076075 1010006983
10/27/2023	EXPERTPAY EXPERTPAY 746003411 91000011471860
10/27/2023	AMERISOURCE BERG PAYMENTS 0100007768 2100002
10/27/2023	MEMORIAL MEDICAL PAYROLL 746003411 113122650
10/26/2023	PAY PLUS ACHTrans 000000004937626 1010006973
10/25/2023	PAY PLUS ACHTrans 000000004815143 1010006964
10/24/2023	PAY PLUS ACHTrans 000000004707427 1010006954
10/24/2023	MCKESSON DRUG AUTO ACH ACH05705444 910000127
10/23/2023	PAY PLUS ACHTrans 000000004611906 1010006943

MMC Notes

- CitiBank Corporate Card Payment
- 3rd Party Payor Fee
- Child Support Payment
- 340B Drug Program Expense
- Payroll
- 3rd Party Payor Fee
- 3rd Party Payor Fee
- 3rd Party Payor Fee
- 340B Drug Program Expense
- 3rd Party Payor Fee

Amount	CP
\$ 8,259.09	160+26
\$ 160.26	199+41
\$ 160.26	13+91
\$ 45+16	45+16
\$ 5,759.97	24+47
\$ 388,104.89	24+47
\$ 199.41	24+47
\$ 13.91	24+47
\$ 13.91	24+47
\$ 10,510.49	570+69
\$ 10.47	570+69
413,648.34	

Andrew De Los Santos
ANDREW DE LOS SANTOS
Memorial Medical Center

October 30, 2023

PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- ESTIMATED ACHS

Date	Description

Andrew De Los Santos
ANDREW DE LOS SANTOS
Memorial Medical Center

October 30, 2023

* Approved 10/25/23 CL
** Approved wire payment for \$8,704.42, but only paid \$8,259.09. Waiting for reimbursement from in order to pay rest.

Amount
413+648+24
8+259+09
5+759+97
24+47
10+510+49
1+013+90
1+013+90
1+013+90
0+00

APPROVED ON

OCT 30 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON10/26/2023
OCT 26 2023

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

ap_open_invoice.template

Dates Through:

Class Pay Code

Vendor# Vendor Name

11816 ASHFORD GARDENS ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
102423		10/24/20	10/24/20	11/24/20		7,923.66	0.00	0.00	7,923.66 ✓

UHC AUG QIPP

Vendor Totals: Number Name

Number	Name	Gross	Discount	No-Pay	Net
11816	ASHFORD GARDENS	7,923.66	0.00	0.00	7,923.66

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	7,923.66	0.00	0.00	7,923.66

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CALHOUN COUNTY, TEXAS

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CALHOUN COUNTY, TEXAS
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MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

Class Pay Code

0

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Vendor# Vendor Name

11828 SOLERA WEST HOUSTON ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
102423		10/24/20	10/24/20	11/24/20		2,064.69	0.00	0.00	2,064.69 ✓

UHC AUG QIPP

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
11828	SOLERA WEST HOUSTON		2,064.69	0.00	0.00	2,064.69

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,064.69	0.00	0.00	2,064.69

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CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

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Dates Through:

Vendor# Vendor Name

Class Pay Code

11820 FORTBEND HEALTHCARE CENTER ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
102423		10/24/20	10/24/20	11/24/20		2,198.04	0.00	0.00	2,198.04 ✓

UHC AUG QIPP

Vendor Totals

Number	Name	Gross	Discount	No-Pay	Net
11820	FORTBEND HEALTHCARE CENTER	2,198.04	0.00	0.00	2,198.04

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,198.04	0.00	0.00	2,198.04

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MEMORIAL MEDICAL CENTER

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CALHOUN COUNTY, TEXAS

11832 BROADMOOR AT CREEKSIDE PARK ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
102423		10/24/20	10/24/20	11/24/20		2,652.16	0.00	0.00	2,652.16 ✓

UHC AUG QIPP

Vendor Totals: Number Name

Number	Name	Gross	Discount	No-Pay	Net
11832	BROADMOOR AT CREEKSIDE PARK	2,652.16	0.00	0.00	2,652.16

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,652.16	0.00	0.00	2,652.16

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OCT 26 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

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Dates Through:

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Vendor# Vendor Name

Class Pay Code

11824 THE CRESCENT ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D' Pay	Gross	Discount	No-Pay	Net
101323		10/24/20	10/13/20	11/18/20		8,720.00	0.00	0.00	8,720.00 ✓
	TRANSFER	<i>WH insurance pymt deposited into main acct</i>							
102423		10/24/20	10/24/20	11/24/20		2,378.75	0.00	0.00	2,378.75 ✓
	UHC AUG QIPP								

Vendor Totals Number Name

Gross	Discount	No-Pay	Net
11,098.75	0.00	0.00	11,098.75

11824 THE CRESCENT

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	11,098.75	0.00	0.00	11,098.75

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OCT 26 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

OCT 26 2023

10/26/2023
CALHOUN COUNTY, TEXAS
11:12

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

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Vendor# Vendor Name

Class Pay Code

11836 GOLDENCREEK HEALTHCARE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
101323C		10/24/20	10/13/20	11/18/20		1,816.42	0.00	0.00	1,816.42 ✓
	TRANSFER	With insurance payment deposited into name opening							
101323B		10/24/20	10/13/20	11/18/20		2,585.18	0.00	0.00	2,585.18 ✓
	TRANSFER								
101323		10/24/20	10/13/20	11/18/20		3,555.00	0.00	0.00	3,555.00 ✓
	TRANSFER								
101323A		10/24/20	10/13/20	11/18/20		576.91	0.00	0.00	576.91 ✓
	TRANSFER								
101623B		10/24/20	10/16/20	11/18/20		122.89	0.00	0.00	122.89 ✓
	TRANSFER								
101623		10/24/20	10/16/20	11/18/20		239.11	0.00	0.00	239.11 ✓
	TRANSFER								
101623A		10/24/20	10/16/20	11/18/20		261.39	0.00	0.00	261.39 ✓
	TRANSFER								
102423		10/24/20	10/24/20	11/24/20		2,599.46	0.00	0.00	2,599.46 ✓
	UHC AUG QIPP								

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	11836	GOLDENCREEK HEALTHCARE	11,756.36	0.00	0.00	11,756.36

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	11,756.36	0.00	0.00	11,756.36

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BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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OCT 26 2023

10/26/2023

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

Class Pay Code

0

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Vendor# Vendor Name

12696 GULF POINTE PLAZA ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
102423		10/24/20	10/24/20	11/24/20		1,998.73	0.00	0.00	1,998.73 ✓
	AUG UHC QIPP								
102423A		10/24/20	10/24/20	11/24/20		2,165.90	0.00	0.00	2,165.90 ✓
	UHC JULY QIPP								

Vendor Totals Number Name

12696 GULF POINTE PLAZA

Gross	Discount	No-Pay	Net
4,164.63	0.00	0.00	4,164.63

Report Summary

Grand Totals:

Gross	Discount	No-Pay	Net
4,164.63	0.00	0.00	4,164.63

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OCT 26 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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10/26/2023

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

0

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Vendor# Vendor Name

Class Pay Code

13004 TUSCANY VILLAGE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
101623		10/24/20	10/16/20	11/18/20		897.93	0.00	0.00	897.93 ✓

102423	TRANSFER	10/24/20	10/24/20	11/24/20		3,037.94	0.00	0.00	3,037.94 ✓

UCH AUG QIPP

Vendor Totals Number Name

13004 TUSCANY VILLAGE

Gross	Discount	No-Pay	Net
3,935.87	0.00	0.00	3,935.87

Report Summary

Grand Totals:

Gross

Discount

No-Pay

Net

3,935.87

0.00

0.00

3,935.87

APPROVED ON

OCT 26 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

OCT 26 2023

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10/26/2023
CALHOUN COUNTY, TEXAS
11:11

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

12792 BETHANY SENIOR LIVING ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
101723		10/24/20	10/17/20	11/18/20		210.58	0.00	0.00	210.58 ✓
	TRANSFER								
102423		10/24/20	10/24/20	11/24/20		2,728.89	0.00	0.00	2,728.89 ✓

AHC AUG QIPP

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
	12792	BETHANY SENIOR LIVING	2,939.47	0.00	0.00	2,939.47

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,939.47	0.00	0.00	2,939.47

APPROVED ON

OCT 26 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Cantex Transfer
Prosperity Accounts
10/30/2023

Nursing Home	Account	Previous Beginning Balance	Transfer-Out	ACH Transfer-In	Pending Receipts	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~ASHLEY DORRANCE~~	1	132,493.51	132,393.32	65,160.72		65,260.72	65,160.72
						Bank Balance	65,260.72
						Variance	
						Leave in Balance	100.00

Account Information for Ashford Gardens:

~~ASHLEY DORRANCE~~	75,679.37	75,579.37	82,505.63	Adjust Balance/Transfer Amt	65,160.72	
				Bank Balance	82,505.63	82,505.63
				Variance		
				Leave in Balance	100.00	

~~ASHLEY DORRANCE~~	272,897.32	218,555.31	78,102.79	Adjust Balance/Transfer Amt	82,505.63	
				Bank Balance	137,244.79	78,102.79
				Variance	137,144.79	
				Leave in Balance	100.00	
				Cash Payment Owed to Tuscany	59,042.00	0.15

~~ASHLEY DORRANCE~~	102,824.26	102,724.16	13,354.21	Adjust Balance/Transfer Amt	78,102.79	
				Bank Balance	13,454.21	13,354.21
				Variance	13,454.21	
				Leave in Balance	100.00	

~~ASHLEY DORRANCE~~	340,231.66	340,331.66	57,921.54	Adjust Balance/Transfer Amt	13,354.21	
				Bank Balance	58,021.54	57,921.54
				Variance	58,021.54	
				Leave in Balance	100.00	

65,160.72
82,505.63
78,102.79
13,354.21
57,921.54
297,044.89

APPROVED ON
OCT 30 2023

BY COUNTY AUDITOR
DALLAS COUNTY TEXAS

Adjust Balance/Transfer Amt 57,921.54
TOTAL TRANSFERS 297,044.89
Approved: Andrew De Los Santos
ANDREW DE LOS SANTOS
10/30/2023

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 accounts.

WIRE OUT CANTER HEALTH CARE CENTERS LTD

10/27/2023 WIRE OUT CANTER HEALTH CARE CENTERS LTD
10/27/2023 HNB - ECHO HCCLAIMPMT 746003411 440000206468
10/26/2023 MANAGEANDNET1718 MNS PMNT 00000000000093 41
10/26/2023 HNB - ECHO HCCLAIMPMT 746003411 440000268082
10/25/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
10/24/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
10/23/2023 MANAGEANDNET1718 MNS PMNT 00000000000093 41
10/23/2023 NOVITAS SOLUTION HCCLAIMPMT 675423 420000130
10/23/2023 CIGNA HCCLAIMPMT 1316436189 91000012300144

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
132,193.52	295.67	-	-	-	-	-	295.67
-	5,670.00	-	-	-	-	-	5,670.00
-	29,466.44	-	-	-	-	-	29,466.44
-	2,416.50	-	-	-	-	-	2,416.50
-	207.68	-	-	-	-	-	207.68
-	2,069.60	-	-	-	-	-	2,069.60
-	16,184.83	-	-	-	-	-	16,184.83
-	8,850.00	-	-	-	-	-	8,850.00
132,193.52	65,160.72	-	-	-	-	-	65,160.72

WIRE OUT CANTER HEALTH CARE CENTERS IN

10/27/2023 WIRE OUT CANTER HEALTH CARE CENTERS IN
10/27/2023 HNB - ECHO HCCLAIMPMT 746003411 440000206468
10/27/2023 HNB - ECHO HCCLAIMPMT 746003411 440000206468
10/26/2023 NOVITAS SOLUTION HCCLAIMPMT 676357 420000134
10/26/2023 HNB - ECHO HCCLAIMPMT 746003411 440000268082
10/26/2023 HNB - ECHO HCCLAIMPMT 746003411 440000268082
10/26/2023 HNB - ECHO HCCLAIMPMT 746003411 440000268082
10/26/2023 UnitedHealthcare HCCLAIMPMT 746003411 124384
10/26/2023 NOVITAS SOLUTION HCCLAIMPMT 676357 420000111
10/25/2023 MANAGEANDNET1718 MNS PMNT 0000000000004253 41
10/25/2023 HNB - ECHO HCCLAIMPMT 746003411 440000231952
10/25/2023 UnitedHealthcare HCCLAIMPMT 746003411 124384
10/25/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
10/25/2023 NOVITAS SOLUTION HCCLAIMPMT 676357 420000197
10/23/2023 NOVITAS SOLUTION HCCLAIMPMT 676357 420000129

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
75,579.57	1,547.54	-	-	-	-	-	1,547.54
-	98.34	-	-	-	-	-	98.34
-	371.21	-	-	-	-	-	371.21
-	2,528.66	-	-	-	-	-	2,528.66
-	19,208.31	-	-	-	-	-	19,208.31
-	3,114.33	-	-	-	-	-	3,114.33
-	3,500.00	-	-	-	-	-	3,500.00
-	2,713.78	-	-	-	-	-	2,713.78
-	4,608.00	-	-	-	-	-	4,608.00
-	119.08	-	-	-	-	-	119.08
-	3,000.00	-	-	-	-	-	3,000.00
-	2,077.80	-	-	-	-	-	2,077.80
-	33,650.83	-	-	-	-	-	33,650.83
-	5,967.72	-	-	-	-	-	5,967.72
75,579.57	82,505.63	-	-	-	-	-	82,505.63

WIRE OUT CANTER HEALTH CARE CENTERS IN

10/27/2023 WIRE OUT CANTER HEALTH CARE CENTERS IN
10/27/2023 MANAGEANDNET1718 MNS PMNT 0000000000003248 41
10/27/2023 HNB - ECHO HCCLAIMPMT 746003411 440000206468
10/26/2023 HNB - ECHO HCCLAIMPMT 746003411 440000268082
10/26/2023 UnitedHealthcare HCCLAIMPMT 746003411 124384
10/26/2023 DEVOTED HEALTH P HCCLAIMPMT 2100002390395
10/25/2023 HNB - ECHO HCCLAIMPMT 746003411 440000234597
10/25/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
10/25/2023 CIGNA HCCLAIMPMT 1689860425 91000011093180
10/24/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
10/24/2023 NOVITAS SOLUTION HCCLAIMPMT 676323 420000169
10/23/2023 HNB - ECHO HCCLAIMPMT 746003411 440000268082
10/23/2023 NOVITAS SOLUTION HCCLAIMPMT 676323 420000129
10/23/2023 HEALTH HUMAN SVC HCCLAIMPMT 17460034113008 2
10/23/2023 DEVOTED HEALTH P HCCLAIMPMT 2100002390395
10/23/2023 DEVOTED HEALTH P HCCLAIMPMT 2100002390395

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
218,555.32	576.00	-	-	-	-	-	576.00
-	2,773.05	-	-	-	-	-	2,773.05
-	6,419.50	-	-	-	-	-	6,419.50
-	1,640.00	-	-	-	-	-	1,640.00
-	1,800.00	-	-	-	-	-	1,800.00
-	6,827.27	-	-	-	-	-	6,827.27
-	5,571.00	-	-	-	-	-	5,571.00
-	800.00	-	-	-	-	-	800.00
-	11,667.75	-	-	-	-	-	11,667.75
-	7,419.16	-	-	-	-	-	7,419.16
-	1,607.36	-	-	-	-	-	1,607.36
-	11,627.53	-	-	-	-	-	11,627.53
-	2,724.17	-	-	-	-	-	2,724.17
-	5,850.00	-	-	-	-	-	5,850.00
-	10,800.00	-	-	-	-	-	10,800.00
218,555.32	78,102.79	-	-	-	-	-	78,102.79

WIRE OUT CANTER HEALTH CARE CENTERS IN

10/27/2023 WIRE OUT CANTER HEALTH CARE CENTERS IN
10/26/2023 HNB - ECHO HCCLAIMPMT 746003411 440000268082
10/25/2023 UnitedHealthcare HCCLAIMPMT 746003411 124384
10/25/2023 NOVITAS SOLUTION HCCLAIMPMT 675663 420000197
10/23/2023 NOVITAS SOLUTION HCCLAIMPMT 675663 420000129

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
102,724.26	1,389.63	-	-	-	-	-	1,389.63
-	6,170.00	-	-	-	-	-	6,170.00
-	1,970.94	-	-	-	-	-	1,970.94
-	1,823.64	-	-	-	-	-	1,823.64
102,724.26	13,354.21	-	-	-	-	-	13,354.21

WIRE OUT CANTER HEALTH CARE CENTERS IN

10/27/2023 WIRE OUT CANTER HEALTH CARE CENTERS IN
10/27/2023 MANAGEANDNET1718 MNS PMNT 0000000000002482 41
10/27/2023 HNB - ECHO HCCLAIMPMT 746003411 440000206468
10/27/2023 HNB - ECHO HCCLAIMPMT 746003411 440000206468
10/26/2023 ABCI INC ACM Paymen 745003411-3 323371070006
10/26/2023 UnitedHealthcare HCCLAIMPMT 746003411 124384
10/25/2023 MANAGEANDNET1718 MNS PMNT 0000000000002482 41
10/25/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
10/25/2023 AARP Supplementa HCCLAIMPMT 746003411 124384
10/24/2023 HNB - ECHO HCCLAIMPMT 746003411 440000297422
10/24/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
10/23/2023 HNB - ECHO HCCLAIMPMT 746003411 440000249629
10/23/2023 NOVITAS SOLUTION HCCLAIMPMT 676310 420000129
10/23/2023 HEALTH HUMAN SVC HCCLAIMPMT 17460034113007 2

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
340,131.66	2,668.00	-	-	-	-	-	2,668.00
-	2,129.50	-	-	-	-	-	2,129.50
-	2,430.15	-	-	-	-	-	2,430.15
-	5,322.50	-	-	-	-	-	5,322.50
-	12,150.00	-	-	-	-	-	12,150.00
-	648.00	-	-	-	-	-	648.00
-	12,362.12	-	-	-	-	-	12,362.12
-	400.00	-	-	-	-	-	400.00
-	58.94	-	-	-	-	-	58.94
-	10,257.12	-	-	-	-	-	10,257.12
-	3,528.36	-	-	-	-	-	3,528.36
-	671.97	-	-	-	-	-	671.97
-	5,294.88	-	-	-	-	-	5,294.88
340,131.66	57,921.54	-	-	-	-	-	57,921.54
669,384.13	297,044.89	-	-	-	-	-	297,044.89

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DDA (15)

Prior Day Balance	Collected Balance	Available Balance	Current Balance
\$7,349,798.03	\$5,985,415.32	\$5,968,642.65	\$5,985,415.32

Account Nickname	Prior Day Balance	Collected Balance	Available Balance	Current Balance
MEMORIAL MEDICAL CENTER - OPERATING *4357	\$2,884,174.88	\$2,824,413.86	\$2,884,174.88	\$3,099,438.07
MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 *4365	\$539.12	\$539.12	\$539.12	\$539.12
MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING *4373	\$434.02	\$434.02	\$434.02	\$434.02
MEMORIAL MEDICAL CENTER / NH ASHFORD *4381 ✓	\$65,260.72	\$71,745.45	\$65,260.72	\$197,358.57
MEMORIAL MEDICAL CENTER / NH BROADMOOR *4403 ✓	\$82,605.63	\$82,605.63	\$82,605.63	\$156,167.84
MEMORIAL MEDICAL CENTER / NH CRESCENT *4411 ✓	\$137,244.79	\$149,607.64	\$137,244.79	\$352,451.06
MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON *4438 ✓	\$58,021.54	\$58,021.54	\$58,021.54	\$390,925.55
MEMORIAL MEDICAL CENTER / NH FORT BEND *4446 ✓	\$13,454.21	\$16,751.24	\$13,454.21	\$116,178.47
MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE *4454	\$95,711.73	\$102,431.73	\$95,711.73	\$251,551.98
MMC -NH GULF POINTE PLAZA - PRIVATE PAY *5433	\$395.54	\$600.32	\$395.54	\$28,952.07
MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID *5441	\$75,637.67	\$75,637.67	\$75,637.67	\$80,674.87
MMC -NH BETHANY SENIOR LIVING *5506	\$213,109.86	\$213,109.86	\$213,109.86	\$256,146.30
MMC -NH TUSCANY VILLAGE *3407	\$270,280.63	\$283,008.56	\$270,280.63	\$331,035.08
MMC -BETHANY SR LIVING - DACA *3660	\$100.00	\$100.00	\$100.00	\$100.00
MMC -MONEY MARKET FUND *2998	\$2,088,444.98	\$2,088,444.98	\$2,088,444.98	\$2,088,444.98

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
10/23/2023

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
		157,651.69	157,551.69	95,611.73		95,711.73	95,611.73
					Bank Balance	95,711.73	
					Variance	.	
					Leave in Balance	100.00	

Adjust Balance/Transfer Amt 95,611.73

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: Andrew De Los Santos
ANDREW DE LOS SANTOS

10/30/2023

APPROVED ON
OCT 30 2023
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Source Code

10/27/2023 199
 10/27/2023 WIRE OUT NEXION HEALTH d/b/a GOLDEN CREEK HC
 10/27/2023 HEALTH HUMAN SVC HCCLAIMPMT 17460034113011.2
 10/26/2023 NOVITAS SOLUTION HCCLAIMPMT 676097 420000111
 10/25/2023 Deposit
 10/25/2023 TSYS/TRANSFIRST CR CD DEP 543684555676917 91
 10/23/2023 NIBS - ECHO HCCLAIMPMT 746003411 440000248624
 10/23/2023 GOLDEN CREEK HEALTH MERC DEP 3220356 9100001314
 10/23/2023 NOVITAS SOLUTION HCCLAIMPMT 676097 420000129
 10/23/2023 HEALTH HUMAN SVC HCCLAIMPMT 17460034113011.2

		MMC PORTION					NM PORTION
Transfer-Out	Transfer-In	QIPP/Camp1	QIPP/Camp 2	QIPP/Camp3	QIPP/Camp4 & Lapse	QIPP TI	
25,796.48	-	-	-	-	-	-	-
131,759.21	-	-	-	-	-	-	-
-	1,711.44	-	-	-	-	-	1,711.44
-	1,312.42	-	-	-	-	-	1,312.42
-	64,785.18	-	-	-	-	-	64,785.18
-	920.39	-	-	-	-	-	920.39
-	11,253.72	-	-	-	-	-	11,253.72
-	1,052.00	-	-	-	-	-	1,052.00
-	14,291.05	-	-	-	-	-	14,291.05
-	285.53	-	-	-	-	-	285.53
157,551.69	95,611.73	-	-	-	-	-	95,611.73

10/30/2023

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DDA (15)

Prior Day Balance	Collected Balance	Available Balance	Current Balance
\$7,349,798.03	\$5,985,415.32	\$5,968,642.65	\$5,985,415.32

	Current Balance	Prior Day Balance	Collected Balance	Available Balance
MEMORIAL MEDICAL CENTER - OPERATING *4337	\$2,684,174.88	\$2,924,413.85	\$2,684,174.88	\$2,093,438.07
MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 *4365	\$539.12	\$539.12	\$539.12	\$539.12
MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING *4373	\$434.02	\$434.02	\$434.02	\$434.02
MEMORIAL MEDICAL CENTER / NH ASHFORD *4381	\$65,360.72	\$71,745.49	\$65,263.72	\$197,358.37
MEMORIAL MEDICAL CENTER / NH BROADMOOR *4403	\$82,605.63	\$82,605.63	\$82,605.63	\$156,167.89
MEMORIAL MEDICAL CENTER / NH CRESCENT *4411	\$137,244.79	\$149,697.64	\$137,244.79	\$352,451.06
MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON *4438	\$58,021.54	\$58,021.54	\$58,021.54	\$390,925.55
MEMORIAL MEDICAL CENTER / NH FORT BEND *4446	\$13,454.21	\$16,791.34	\$13,454.21	\$116,778.47
MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE *4454 ✓	\$95,711.73 ✓	\$102,431.73 ✓	\$95,711.73	\$251,551.98
MMC - NH GULF POINTE PLAZA - PRIVATE PAY *5433	\$395.34	\$609.32	\$395.34	\$28,952.02
MMC - NH GULF POINTE PLAZA - MEDICARE/MEDICAID *5441	\$75,637.67	\$75,837.07	\$75,637.67	\$80,674.87
MMC - NH BETHANY SENIOR LIVING *5506	\$213,109.86	\$213,109.86	\$213,109.86	\$256,146.30
MMC - NH TUSCANY VILLAGE *3407	\$270,280.63	\$284,009.96	\$270,280.63	\$331,035.08
MMC - BETHANY SR LIVING - DACA *3660	\$100.00	\$100.00	\$100.00	\$100.00
MMC - MONEY MARKET FUND *2998	\$2,088,444.98	\$2,088,444.98	\$2,088,444.98	\$2,088,444.98

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
10/30/2023

Account	Previous Beginning Balance	Transfer-Out	Transfer-In	Cls Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Nursing Home	28,656.53	28,556.53	295.54			395.54	395.54
					Bank Balance Variance		395.54
					Leave in Balance	100.00	

					Adjust Balance/Transfer Amt	295.54	
Account	Previous Beginning Balance	Transfer-Out	Transfer-In	Cls Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Nursing Home	6,883.20	6,783.20	75,537.67			75,637.67	75,537.67
					Bank Balance Variance		75,637.67
					Leave in Balance	100.00	

Routing Information for Gulf Policy Plans:

Adjust Balance/Transfer Amt	75,637.67
TOTAL TRANSFERS	75,833.21

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: Andrew De los Santos
ANDREW DE LOS SANTOS 10/30/2023

APPROVED ON
OCT 30 2023
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

10/27/2023 1114

10/27/2023 WIRE OUT HMG Rockport SNF, LP - Commerical
10/26/2023 HNB - ECHO HCCLAIMPMT 746003411 440000268915
10/23/2023 HNB - ECHO HCCLAIMPMT 746003411 440000248624
10/23/2023 HNB - ECHO HCCLAIMPMT 746003411 440000248188

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
19,588.94	-	-	-	-	-	-	-
8,967.59	-	-	-	-	-	-	-
-	192.10	-	-	-	-	-	192.10
-	87.76	-	-	-	-	-	87.75
-	15.68	-	-	-	-	-	15.68
28,556.53	295.54	-	-	-	-	-	295.53

10/27/2023

10/27/2023 WIRE OUT HMG Rockport SNF, LP - Commerical
10/27/2023 MERCHANT BANKCO DEPOSIT 496478518889 9100001
10/26/2023 NORIDIAN I3A HCCLAIMPMT 675892 4200001031736
10/25/2023 Deposit
10/25/2023 MERCHANT BANKCO DEPOSIT 496478518889 9100001
10/24/2023 NORIDIAN I3A HCCLAIMPMT 675892 4200001530119

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
6,783.20	-	-	-	-	-	-	-
-	2,346.00	-	-	-	-	-	2,346.00
-	3,541.04	-	-	-	-	-	3,541.04
-	2,200.00	-	-	-	-	-	2,200.00
-	1,307.00	-	-	-	-	-	1,307.00
-	66,143.63	-	-	-	-	-	66,143.63
6,783.20	75,537.67	-	-	-	-	-	75,537.67
35,339.73	75,833.21	-	-	-	-	-	75,833.20

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DDA (15)

Prior Day Balance	Collected Balance	Available Balance	Current Balance
\$7,349,798.03	\$5,985,415.32	\$5,968,642.65	\$5,985,415.32

Account Nickname	Prior Day Balance	Collected Balance	Available Balance	Current Balance
MEMORIAL MEDICAL CENTER - OPERATING *4357	\$2,884,174.88	\$2,824,413.89	\$2,884,174.88	\$3,099,438.07
MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 *4365	\$539.12	\$539.12	\$539.12	\$539.12
MEMORIAL MEDICAL CENTER - PRIVATE WAYER CLEARING *4373	\$434.02	\$434.02	\$434.02	\$434.02
MEMORIAL MEDICAL CENTER / NH ASHFORD *4381	\$65,260.72	\$71,745.45	\$65,260.72	\$197,358.57
MEMORIAL MEDICAL CENTER / NH BROADMOOR *4403	\$82,605.63	\$82,005.63	\$82,605.63	\$156,167.89
MEMORIAL MEDICAL CENTER / NH CRESCENT *4411	\$137,244.79	\$140,697.64	\$137,244.79	\$352,451.06
MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON *4438	\$58,021.54	\$58,921.54	\$58,021.54	\$390,725.55
MEMORIAL MEDICAL CENTER / NH FORT BEND *4446	\$13,454.21	\$16,751.24	\$13,454.21	\$116,176.47
MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE *4454	\$95,711.73	\$102,451.73	\$95,711.73	\$251,591.93
MMC -NH GULF POINTE PLAZA - PRIVATE PAY *5433 ✓	\$395.54 ✓	\$600.32 ✓	\$395.54	\$28,952.07
MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID *5441 ✓	\$75,637.67 ✓	\$75,637.67 ✓	\$75,637.67	\$80,074.87
MMC -NH BETHANY SENIOR LIVING *5505	\$213,109.86	\$213,109.86	\$213,109.86	\$256,146.30
MMC -NH TUSCANY VILLAGE *5407	\$270,280.63	\$283,009.56	\$270,280.63	\$331,035.08
MMC -BETHANY SR LIVING - DACA *3660	\$100.00	\$100.00	\$100.00	\$100.00
MMC -MONEY MARKET FUND *2998	\$2,088,444.98	\$2,088,444.98	\$2,088,444.98	\$2,088,444.98

Memorial Medical Center
Nursing Home UPL
Weekly Tuscany Transfer
Prosperity Accounts
10/30/2023

Account	Previous Beginning Balance	Transfer-Out	Transfer-In	Chs Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Nursing Home	82,972.99	82,972.99	270,180.63			270,180.63	270,180.63
					Bank Balance	270,280.63	
					Variance		
					Leave in Balance	100.00	

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.

Adjust Balance/Transfer Amt 270,180.63
Approved: Andrew De Los Santos
ANDREW DE LOS SANTOS 10/30/2023

APPROVED ON
OCT 30 2023
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

10/27/2023 WIRE OUT LINBAR ENTERPRISES, LLC

10/27/2023 NOVITAS SOLUTION HCCLAIMPMT 676201 420000134
 10/26/2023 HNB - ECHO HCCLAIMPMT 746003411 440000268914
 10/26/2023 NOVITAS SOLUTION HCCLAIMPMT 676201 420000111
 10/25/2023 Deposit
 10/25/2023 HNB - ECHO HCCLAIMPMT 746003411 440000234016
 10/25/2023 NOVITAS SOLUTION HCCLAIMPMT 676201 420000197
 10/24/2023 HNB - ECHO HCCLAIMPMT 746003411 440000297960
 10/24/2023 HNB - ECHO HCCLAIMPMT 746003411 440000297422
 10/23/2023 HNB - ECHO HCCLAIMPMT 746003411 440000248188
 10/23/2023 HNB - ECHO HCCLAIMPMT 746003411 440000248188

Transfer-Out
82,872.99

Transfer-In
22,118.54
1,151.60
4,790.22
35,154.49
54.89
178,994.27
15,836.89
117.61
1,568.16
10,393.96

MMC PORTION				
QIPP/Comp 1	QIPP/Comp 2	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI

NH PORTION

22,118.54
1,151.60
4,790.22
35,154.49
54.89
178,994.27
15,836.89
117.61
1,568.16
10,393.96

82,872.99

270,180.63

270,180.63

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DDA (15)

Prior Day Balance	Collected Balance	Available Balance	Current Balance
\$7,349,798.03	\$5,985,415.32	\$5,968,642.65	\$5,985,415.32

Account Nickname	Current Balance	Collected Balance	Prior Day Balance	Available Balance
MEMORIAL MEDICAL CENTER - OPERATING *4357	\$2,884,174.88	\$2,824,413.89	\$2,884,174.88	\$1,099,438.07
MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 *4365	\$539.12	\$539.12	\$539.12	\$539.12
MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING *4373	\$434.02	\$434.02	\$434.02	\$434.02
MEMORIAL MEDICAL CENTER / NH ASHFORD *4381	\$65,260.72	\$71,745.45	\$65,260.72	\$197,358.57
MEMORIAL MEDICAL CENTER / NH BROADMOOR *4403	\$82,605.63	\$82,605.63	\$82,605.63	\$156,167.89
MEMORIAL MEDICAL CENTER / NH CRESCENT *4411	\$137,244.79	\$149,697.64	\$137,244.79	\$352,451.06
MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON *4438	\$58,021.54	\$58,021.54	\$58,021.54	\$390,025.55
MEMORIAL MEDICAL CENTER / NH FORT BEND *4446	\$13,454.21	\$16,791.24	\$13,454.21	\$116,178.47
MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE *4454	\$95,711.73	\$102,491.73	\$95,711.73	\$251,551.98
MMC -NH GULF POINTE PLAZA - PRIVATE PAY *5433	\$395.54	\$600.12	\$395.54	\$28,952.07
MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID *5441	\$75,637.67	\$73,837.07	\$75,637.67	\$80,074.87
MMC -NH BETHANY SENIOR LIVING *5506	\$213,109.86	\$213,109.86	\$213,109.86	\$256,146.30
MMC -NH TUSCANY VILLAGE *5407 ✓	\$270,280.63 ✓	\$283,000.56	\$270,280.63	\$331,035.88
MMC -BETHANY SR LIVING - DACA *3660	\$100.00	\$100.00	\$100.00	\$100.00
MMC -MONEY MARKET FUND *2998	\$2,088,444.98	\$2,088,444.98	\$2,088,444.98	\$2,088,444.98

Memorial Medical Center
Nursing Home UPL
Weekly HSL Transfer
Prosperity Accounts
10/30/2023

Account	Previous Beginning Balance	Transfer-Out	Transfer-In	Cts Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Nursing Home	43,875.88	43,775.88	213,009.86			213,109.86	213,009.86
					Bank Balance	213,109.86	
					Variance	✓	
					Leave In Balance	100.00	

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.

Adjust Balance/Transfer Amt 213,009.86
Approved: Andrew De Los Santos
ANDREW DE LOS SANTOS 10/30/2023

APPROVED ON

OCT 30 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

10/27/2023 1030
 10/27/2023 WIRE OUT PORT LAVACA NH, LLC
 10/27/2023 HOSPICE OF SOUTH Payments NF 113122650025762
 10/26/2023 Deposit
 10/26/2023 Deposit
 10/26/2023 Deposit
 10/26/2023 Deposit
 10/26/2023 Deposit
 10/26/2023 Deposit
 10/25/2023 Deposit
 10/25/2023 NOVITAS SOLUTION HCCCLAIMPAIT 676481 420000197
 10/23/2023 NDC SWEEP FAC K236 31316968974987 SWEEP PR
 10/23/2023 NOVITAS SOLUTION HCCCLAIMPAIT 676481 4200001129

		MMC PORTION					NH PORTION
Transfer Out	Transfer In	QIPP/Comp2	QIPP/Comp 1	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
20,492.54	-	-	-	-	-	-	-
23,281.34	739.44	-	-	-	-	-	739.44
-	18,876.04	-	-	-	-	-	18,876.04
-	8,762.68	-	-	-	-	-	8,762.68
-	2,162.25	-	-	-	-	-	2,162.25
-	8,152.52	-	-	-	-	-	8,152.52
-	4,214.70	-	-	-	-	-	4,214.70
-	400.00	-	-	-	-	-	400.00
-	798.94	-	-	-	-	-	798.94
-	1,883.00	-	-	-	-	-	1,883.00
-	167,020.29	-	-	-	-	-	167,020.29
43,775.88	213,009.86	-	-	-	-	-	213,009.86

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❖ DDA (15)

Prior Day Balance	Collected Balance	Available Balance	Current Balance
\$7,349,798.03	\$5,985,415.32	\$5,968,642.65	\$5,985,415.32

Account Nickname	Current Balance	Prior Day Balance	Collected Balance	Prior Day Balance
MEMORIAL MEDICAL CENTER - OPERATING *4357	\$2,884,174.88	\$2,824,413.89	\$2,834,174.88	\$3,099,418.02
MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 *4365	\$539.12	\$539.12	\$539.12	\$539.12
MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING *4373	\$434.02	\$434.02	\$434.02	\$434.02
MEMORIAL MEDICAL CENTER / NH ASHFORD *4381	\$68,260.72	\$71,745.45	\$68,260.72	\$197,358.57
MEMORIAL MEDICAL CENTER / NH BROADMOOR *4403	\$82,605.63	\$82,605.63	\$82,605.63	\$156,167.89
MEMORIAL MEDICAL CENTER / NH CRESCENT *4411	\$137,244.79	\$149,697.64	\$137,244.79	\$352,451.86
MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON *4438	\$58,021.54	\$58,021.54	\$58,021.54	\$80,523.35
MEMORIAL MEDICAL CENTER / NH FORT BEND *4446	\$13,454.21	\$16,751.24	\$13,454.21	\$116,178.47
MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE *4454	\$95,711.73	\$102,431.73	\$95,711.73	\$251,551.98
MMC - NH GULF POINTE PLAZA - PRIVATE PAY *5433	\$395.54	\$600.32	\$395.54	\$28,952.07
MMC - NH GULF POINTE PLAZA - MEDICARE/MEDICAID *5441	\$75,637.67	\$75,637.67	\$75,637.67	\$80,074.87
MMC - NH BETHANY SENIOR LIVING *5506	\$213,109.86	\$213,109.86	\$213,109.86	\$256,146.30
MMC - NH TUSCANY VILLAGE *5407	\$270,280.63	\$283,009.56	\$270,280.63	\$331,035.08
MMC - BETHANY SR LIVING - DACA *5660	\$100.00	\$100.00	\$100.00	\$100.00
MMC - MONEY MARKET FUND *2998	\$2,088,444.98	\$2,088,444.98	\$2,088,444.98	\$2,088,444.98

November 1, 2023

APPROVAL LIST - 2023 BUDGET
COMMISSIONERS COURT MEETING OF

11/01/23

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 32

\$1,200,526.21

FICA	PAYROLL 10/27/2023	P/R	\$	59,171.90
MEDICARE	PAYROLL 10/27/2023	P/R	\$	14,055.38
FWH	PAYROLL 10/27/2023	P/R	\$	41,700.87
NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL 10/27/2023	P/R	\$	2,697.50
VOYA	PAYROLL 10/27/2023	P/R	\$	1,765.00
OFFICE OF THE ATTORNEY GENERAL - CHILD SUPPORT	PAYROLL 10/27/2023	P/R	\$	2,170.06
STATE COMPTROLLER	3RD QUARTER 2023 CIVIL FEES	A/P	\$	5,632.46
STATE COMPTROLLER	3RD QUARTER 2023 ELECTRONIC FILING SYSTEM - STATE FUND	A/P	\$	36.73
STATE COMPTROLLER	3RD QUARTER 2023 STATE CRIMINAL COSTS & FEES	A/P	\$	37,882.84
STATE COMPTROLLER	3RD QUARTER 2023 DRUG COURT PROGRAM FEES	A/P	\$	5.68
MCI COMM SERVICE	JP3 OCTOBER 2023 LONG DISTANCE SERVICE	A/P	\$	33.97
PRESTIGE CHRYSLER DODGE JEEP RAM	EMS - EMERGENCY PURCHASE OF AMBULANCE	A/P	\$	49,999.00

TOTAL VENDOR DISBURSEMENTS:

\$ 1,415,677.60 ✓

PAYROLL FOR OCTOBER 31, 2023 (SUPPLEMENTAL)

P/R \$ 5,592.14 ✓

TOTAL PAYROLL AMOUNT:

\$ 5,592.14 ✓

CALHOUN COUNTY OPERATING ACCOUNT (TRANSFER FROM MONEY MKT ACCT TO OP ACCT - FOR AP & PR)

\$ 1,000,000.00 ✓

TOTAL INVESTMENT ACTIVITY AND TRANSFERS BETWEEN FUNDS:

\$ 1,000,000.00 ✓

TOTAL AMOUNT FOR APPROVAL:

\$ 2,421,269.74 ✓

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	TURTLE & HUGHES INC	3635	6134374...	MAINT 10/17 LIGHT BULBS	152.25	
			53610	THIRD COAST DISTRIBUTING, LLC	75930	011621	MAINT 7/27 HOSE	34.99	
			53610	THIRD COAST DISTRIBUTING, LLC	75930	012689	MAINT 8/16 (5) BELTS	99.87	
			53610	THIRD COAST DISTRIBUTING, LLC	75930	013147	MAINT 8/24 (10) BELTS	206.51	
			53610	THIRD COAST DISTRIBUTING, LLC	75930	013709	MAINT 9/5 MISC SUPP	50.98	
			53610	THIRD COAST DISTRIBUTING, LLC	75930	014357	MAINT 9/15 BELT	32.97	
			53610	THIRD COAST DISTRIBUTING, LLC	75930	014993	MAINT 9/27 (2) BELTS	38.78	
		JANITOR SUPPLIES	53610	AGUIRRE SHAWN	92020	QB4942	MAINT 10/19 WAX RING	4.50	
			53640	GULF COAST PAPER CO INC	2619	2449240	MAINT 9/29 DIAGNOSTICS, REPAIRS	95.00	
			53640	GULF COAST PAPER CO INC	2619	2456820	MAINT 10/17 SOAP, CLEANER, PAPER TOWELS, MISC SUPP	1,594.27	
		MISCELLANEOUS	63920	FIRESTONE OF PORT LAVACA LLC	5584	0083638	MAINT 10/17 REPAIR FLAT	24.00	
		REPAIRS-COURTHOUSE AND JAIL	65454	AGUIRRE SHAWN	92020	QB4786	MAINT 7/11 BOILER ROOM REPAIR, LATE FEE	1,882.57	
			65454	AGUIRRE SHAWN	92020	QB4899	MAINT 9/6 KITCHEN DRAIN REPAIR	225.00	
BUILDING MAINTENANCE	Total 170							4,441.69	0.00
CONSTABLE-PRECINCT #4	610	TRAINING TRAVEL OUT OF COUNTY	66316	WARREN LOUIS E	EM...	PO6101...	CONST PCT 4 10/24 TRAVEL REIMB- TYLER, TX 10/1 - 10/6	669.68	
CONSTABLE-PRECINCT #4	Total 610							669.68	0.00
COUNTY AUDITOR	190	TRAINING REGISTRATION FEES/TRAVEL	66310	VILLARREAL CANDICE	6006	PO1901...	AUDITOR 10/27 TRAVEL REIMB- SPL, TX 10/16 - 10/20	904.03	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY AUDITOR	Total 190							904.03	0.00
COUNTY CLERK	250	GENERAL OFFICE SUPPLIES	53020	TEXAS DEPT OF STATE HEALTH	1512	2020148	CO CLK 10/2 SEPT 2023 REMOTE BIRTH ACCESS	47.58	
COUNTY CLERK			53020	DRIESSEN WATER INC	6245	3934565	CO CLK 10/4 WATER	37.15	
COUNTY CLERK	Total 250							84.73	0.00
COUNTY COURT-AT-LAW	410	ADULT ASSIGNED-ATTORNEY FEES	60050	ROBERTS ODEFEY WITTE WALL LLP	2606	2023157	CRT@LAW#1 10/16 C# 2023-CR-0147-CC A. URESTI	366.00	
			60050	ROBERTS ODEFEY WITTE WALL LLP	2606	2023158	CRT@LAW#1 10/16 C# 2023-CR-0173-CC R. PARRY	166.00	
			60050	ROBERTS ODEFEY WITTE WALL LLP	2606	2023160	CRT@LAW#1 10/16 C# 2023-CR-0042-CC E. MAREK	150.00	
			60050	POWERS RICHARD J	63890	2023155	CRT@LAW#1 10/16 C# 23-PF-0007-CC S. GRIMALDO	100.00	
			60050	POWERS RICHARD J	63890	2023156	CRT@LAW#1 10/16 C# 2023-CR-0065-CC E. MONROE	225.00	
		LEGAL SERVICES-COURT APPOINTED	63380	ROBERTS ODEFEY WITTE WALL LLP	2606	2023163	CRT@LAW#1 10/16 C# 2021-FAM-0091-CC	150.00	
			63380	ROBERTS ODEFEY WITTE WALL LLP	2606	2023164	CRT@LAW#1 10/16 C# 2023-FAM-0031-CC	200.00	
			63380	HALE JULIE	3022	2023161	CRT@LAW#1 10/19 C# 2023-FAM-0068-CC	864.00	
			63380	HELLER JOYCE M	9076	2023159	CRT@LAW#1 10/16 C# 2022-FAM-0051-CC	1,930.00	
		MACHINE MAINTENANCE	63500	RELX INC	4625	3094704...	CRT@LAW#1 9/30 SEPT 2023 SUBSCRIPTION	56.00	
			63500	XEROX CORPORATION	9001	0199230...	CRT@LAW#1 10/5 COPIER LEASE 8/30 - 9/30	77.27	
COUNTY COURT-AT-LAW	Total 410							4,284.27	0.00
COUNTY TAX COLLECTOR	200	GENERAL OFFICE SUPPLIES	53020	KERRI BOYD	4034	PO200G...	TAX A/C 10/11 COVER BANK FEE- DEPOSIT SLIPS- TPWD ACT	52.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY TAX COLLECTOR	Total 200							320.88	0.00
DISTRICT COURT	430	ADULT ASSIGNED-ATTORNEY FEES	60050	L CHRIS ILES PC	8844	2023311	DIST CRT 10/16 C# 2023-CR-8749-DC J. CANTU	2,390.00	
			60050	L CHRIS ILES PC	8844	2023312	DIST CRT 10/16 C# 16-11-7717 D. GILDON	1,150.00	
		LEGAL SERVICES-COURT APPOINTED	63380	ROBERTS ODEFEY WITTE WALL LLP	2606	2023315	DIST CRT 10/20 C# 2019-FAM-3584-DC RAMIREZ v BUBENIK	233.00	
DISTRICT COURT	Total 430							3,773.00	0.00
ELECTIONS	270	ELECTION SUPPLIES	53361	ELECTION SYSTEMS & SOFTWARE	1810	CD2069...	ELEC 10/10 EARLY VOTING & ELECTION DAY KITS	404.58	
ELECTIONS	Total 270							404.58	0.00
EMERGENCY MANAGEMENT	630	PROGRAM SUPPLIES	53310	PC WEATHER PRODUCTS	6230	105525	EMER MGMT 10/16 HURRTRACK EM/PRO 2023	933.00	
EMERGENCY MANAGEMENT	Total 630							933.00	0.00
EMERGENCY MEDICAL SERVICES	345	GENERAL OFFICE SUPPLIES	53020	GULF COAST HARDWARE LLC	63198	181790	EMS 10/16 POWER STRIPS	28.77	
		SUPPLIES/OPERATING EXPENSES	53980	AIRGAS USA, LLC	136	9142750...	EMS 10/5 OXYGEN	661.89	
			53980	AIRGAS USA, LLC	136	9142750...	EMS 10/5 OXYGEN	495.50	
			53980	TELEFLEX LLC	166	9507572...	EMS 10/12 IO NEEDLES	2,660.00	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 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	85116785	EMS 10/10 NEEDLES, GLOVES, RESUS PACK	2,748.81	
			53980	BOUND TREE MEDICAL, LLC	412	85125371	EMS 10/18 HEAD IMMOBILIZER, XCOLLAR	822.74	
			53980	VICTORIA FIRE & SAFETY	8204	143483	EMS 10/16 RECHARGE & INSPECT FIRE EXITS	480.87	
		CONTINUING EDUCATION	61080	WARMUTH JASON	EM...	PO3451...	EMS 10/29 REIMB- DSHS LICENSE RENEWAL	126.00	
			61080	REYNA CESAR	EM...	PO3451...	EMS 10/27 REIMB- UPGRADE EMT TO ADVANCED EMT	96.00	
		OUTSIDE SERVICES	64400	DOWELL PEST CONTROL LLC	3183	21791	EMS CNTRL 10/13 QTRLY PEST CONTROL	65.00	
		TASPP PAYMENT RECOVERY SERVICES	66075	CHANGE HEALTHCARE LLC	2945	7004161...	EMS 10/1 FY2022 TASPP COST REPORT	11,678.52	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615504...	EMS 10/11 ACT# 826401254 AMB LAPTOP INTERNET 10/12 - 11/11	305.84	
EMERGENCY MEDICAL SERVICES	Total 345							20,169.94	0.00
		EXTENSION SERVICE	110	GENERAL OFFICE SUPPLIES					
			53020	DRIESSEN WATER INC	6245	3862446	EXT SVC 9/5 WATER	37.20	
			53020	DRIESSEN WATER INC	6245	3921609	EXT SVC 9/30 FINANCE CHG	5.00	
			53020	QUILL LLC	6602	35016314	EXT SVC 10/6 LABELS, CALENDARS	49.27	
			53020	QUILL LLC	6602	35114719	EXT SVC 10/12 LABELS	16.98	
		COPY MACHINE LEASE	61340	XEROX CORPORATION	9001	0198190...	EXT SVC 10/1 COPIER LEASE 8/21 - 9/21	293.19	
		TRAVEL/OUT OF COUNTY-CEA/AGNR	66500	DISTRICT 11 TCAAA	1467	4181920...	EXT SVC 9/20 CONF REG- H. HAYES	55.00	
			66500	HAYES HAILEY	EM...	PO1100...	EXT SVC 9/30 REIMB TRAVEL 9/1/2023	235.80	
EXTENSION SERVICE	Total 110							692.44	0.00
FIRE PROTECTION-OLIVIA/ALTO	650	SUPPLIES/OPERATING EXPENSES	53980	TRI-WHOLESALE COMPANY, INC.	7637	9301110...	OPA VFD 10/11 BATTERY- U433	287.78	

CALHOUN COUNTY, TEXAS
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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
FIRE PROTECTION-OLIVIA/P. ALTO	Total 650		53980	TRL-WHOLESALE COMPANY, INC.	7637	9301110...	OPA VFD 10/16 REFUND-CORE RETURN		32.00
								287.78	32.00
FIRE PROTECTION-SEADRIFT	690	SUPPLIES/OPERATING EXPENSES	53980	HEIMAN INC	30180	0925482...	SEA VFD 10/5 HR FLARE HELICOPTER KIT	493.90	
FIRE PROTECTION-SEADRIFT	Total 690							493.90	0.00
INFORMATION TECHNOLOGY	275	EQUIPMENT-COMPUTER	71648	CDW GOVERNMENT INC	1152	MN36059	IT 10/16 IPAD W/ WIFI 64GB	435.40	
INFORMATION TECHNOLOGY	Total 275							435.40	0.00
JAIL OPERATIONS	180	JAIL MAINTENANCE/SUPPLIES	53420	PERFORMANCE FOOD GROUP INC	63650	2883250	JAIL 10/16 OVEN MITT	37.83	
			53420	PERFORMANCE FOOD GROUP INC	63650	2885143	JAIL 10/19 HAIR NET	62.70	
			53420	PERFORMANCE FOOD GROUP INC	63650	2886610	JAIL 10/23 HAIR NET	62.70	
			53420	PERFORMANCE FOOD GROUP INC	63650	2888519	JAIL 10/26 HAIR NET	41.80	
		GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	2883250	JAIL 10/16 INMATE GROCERIES	2,165.94	
			53955	PERFORMANCE FOOD GROUP INC	63650	2885143	JAIL 10/19 INMATE GROCERIES	2,584.20	
			53955	PERFORMANCE FOOD GROUP INC	63650	2886610	JAIL 10/23 INMATE GROCERIES	1,572.64	
			53955	PERFORMANCE FOOD GROUP INC	63650	2888519	JAIL 10/26 INMATE GROCERIES	2,169.30	
		PHYSICALS	64670	MEMORIAL MEDICAL CENTER	5099	1174869...	JAIL 9/15 EMPLOY PHYSICAL- PRUITT	41.00	
JAIL OPERATIONS	Total 180							8,738.11	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
JUSTICE OF PEACE PRECINCT #2	460	POSTAGE	664790	PTNEY BOWES BANK INC PURCHASE	6631	0534106...	JP2 10/5 FINANCE CHG, LATE FEE	58.15	
JUSTICE OF PEACE PRECINCT #2	Total 460							58.15	0.00
JUSTICE OF PEACE-PRECINCT #1	450	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	34964077	JP1 10/4 HDMI CABLE	9.49	
JUSTICE OF PEACE-PRECINCT #1			53020	QUILL LLC	6602	34971405	JP1 10/5 CLOCK	43.19	
JUSTICE OF PEACE-PRECINCT #1	Total 450							52.68	0.00
JUSTICE OF PEACE-PRECINCT #3	470	OMNIBASE PROGRAM SERVICES	664230	OMNIBASE SERVICES OF TEXAS	5829	3230030...	JP3 10/2 3RD QTR 2023 ACTIVITY	54.00	
		TRAINING TRAVEL OUT OF COUNTY	66316	TEXAS STATE UNIVERSITY	7745	2628	JP3 10/18 CONF REG 2/1 - 2/2	185.00	
			66316	TEXAS STATE UNIVERSITY	7745	2629	JP3 10/18 CONF REG 4/8 - 4/9	185.00	
JUSTICE OF PEACE-PRECINCT #3	Total 470							424.00	0.00
JUSTICE OF PEACE-PRECINCT #4	480	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	35081473	JP4 10/13 COPIER LEASE	65.03	
		TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMCI...	CALCO 10/19 ACT# 08615304863 LONG DISTANCE SVC	0.99	
JUSTICE OF PEACE-PRECINCT #4	Total 480							66.02	0.00
JUSTICE OF PEACE-PRECINCT #5	490	TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMCI...	CALCO 10/19 ACT# 08615304863 LONG DISTANCE SVC	2.94	
JUSTICE OF PEACE-PRECINCT #5	Total 490							2.94	0.00

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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
JUVENILE COURT	500	JUVENILE ASSIGNED-ATTORNEY FEES	63070	SMITH JAMES	72500	2023149	JUV CRT 10/9 C# 2021-JV-0022-CC	275.00	
JUVENILE COURT	Total 500							275.00	0.00
LIBRARY	140	PHOTO COPIES/SUPPLIES	53030	XEROX CORPORATION	9001	0199230...	LIBRARY 10/5 COPIER LEASE 8/30 - 9/30	122.46	
			53030	XEROX CORPORATION	9001	0199230...	PC LIBRARY 10/5 COPIER LEASE 8/30 - 9/30	74.38	
		INTERNET SERVICES	62955	INFINITI COMMUNICATIONS	3406	260134	LIBRARY 8/23 DUCT ROD CONDUIT, PLACE PULL LINE	658.75	
		TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMCI1...	CALCO 10/19 ACT# 08615304863 LONG DISTANCE SVC	6.73	
		BOOKS & PRINT MATL-LIBRARY	70550	MICROMARKETING, LLC	5097	935853	LIBRARY 10/17 (2) BOOKS	43.23	
			70550	CENTER POINT LARGE PRINT	776	2045968	LIBRARY 10/1 (2) BOOKS	49.14	
		E-FORMAT/DIGITAL MATL-LIBRARY	71146	MIDWEST TAPE LLC	3377	5044308...	LIBRARY 9/30 DIGITAL ACCOUNT	3.34	
LIBRARY	Total 140							958.03	0.00
MISCELLANEOUS	280	INSURANCE-SURETY BONDS	62878	STATE FARM	7345	PO1901...	AUDITOR 10/30 SURETY BOND- C. VILLARREAL	100.00	
		TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMCI1...	CALCO 10/19 ACT# 08615304863 LONG DISTANCE SVC	52.66	
MISCELLANEOUS	Total 280							152.66	0.00
MUSEUM	150	BOOKS	53920	COX WICKI	EM...	PO670	MUSEUM 10/26 REIMB-BOOK	45.00	
		TRAINING-REGISTRATION FEES	66322	COX WICKI	EM...	PO670	MUSEUM 10/26 REIMB-ONLINE CE CLASS	315.00	
MUSEUM	Total 150							360.00	0.00

CALHOUN COUNTY, TEXAS
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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO JP COLLECTIONS ATTORNEY	20770	MCCREARY VESELKA BRAGG ALLEN	5255	260331	JP3 10/14 COLLECTION FEES	243.13	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	266940	JP3 3/20 COLLECTION FEES	66.00	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	268689	JP3 4/24 COLLECTION FEES	540.92	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	272528	JP3 7/12 COLLECTION FEES	319.77	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	276957	JP3 10/13 COLLECTION FEES	332.30	
NO DEPARTMENT	Total 999							1,502.12	0.00
ROAD AND BRIDGE-PREINCT #1	540	MACHINERY PARTS/SUPPLIES	53210	TRL-WHOLESALE COMPANY, INC.	7637	9301110...	RB1 10/23 DEF	36.78	
		INSECTICIDES/PESTICIDES	53630	AT&T MOBILITY	5209	3619203...	RB1 9/20 ACT# 287333689816 IPAD INTERNET 8/30 - 10/20	112.22	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63191	181800	RB1 10/17 16" CHAIN	53.98	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4171252...	RB1 10/19 UNIFORMS	100.51	
		BLDG REPAIRS-PARKS	60370	GULF COAST HARDWARE LLC	63191	181831	RB1 10/17 MAG BEACH RR REPAIRS	51.76	
			60370	GULF COAST HARDWARE LLC	63191	181852	RB1 10/18 INDIANOLA BEACH RR REPAIRS	5.96	
		EQUIPMENT RENTAL	62510	GREAT AMERICA FINANCIAL	2751	35089133	RB1 10/16 COPIER LEASE 10/14 - 11/13	155.00	
		GARBAGE COLL-MAGNOLIA BEACH	62660	REPUBLIC SERVICES #847	8897	0847001...	RB1 10/26 ACT# 3-0847-0010464 NOVEMBER 2023 TRASH SVC	592.50	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615539...	RB1 10/11 ACT# 826394447 PHONE 9/12 - 1011	100.39	
		TRAVEL IN COUNTY	66476	TORRES ANGELA P	EM...	PO5401...	RB1 10/23 TRAVEL REIMB- 3.20-9.19.2023	214.84	
		CAPITAL OUTLAY	70750	CRITENDON DRILLING SERVICE INC	946	102023	RB1 10/20 INSTALL PUMP @ MBVFD	7,985.00	

CALHOUN COUNTY, TEXAS
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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 #1	Total 540							9,408.94	0.00
		GENERAL OFFICE SUPPLIES	53020	COASTAL OFFICE SOLUTIONS, INC	9063	OE429201	RB2 10/19 COPY PAPER	49.99	
		ROAD & BRIDGE SUPPLIES	53510	QUALITY HOT MIX INC	6603	28522	RB2 10/19 53.72T HOT MIX COLD LAID	6,124.08	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4170943...	RB2 10/17 SCRAPER MATS	3.98	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4170943...	RB2 10/17 UNIFORMS	67.66	
		OUTSIDE MAINTENANCE	64370	HYDRAULICS OF TEXAS	4314	131334	RB2 10/19 NEW MOTOR- SWEEPER	1,865.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615529...	RB2 10/13 ACT# 361-552-9656-010165-5 PHONE 10/13 - 11/12	182.23	
			66192	INFINIUM BROADBAND INTERNET	3378	60554	RB2 10/22 ACT# ACCD002074 INTERNET 10/22 - 11/22	150.00	
ROAD AND BRIDGE-PRECINCT #2	Total 550							8,442.94	0.00
		MACHINERY PARTS/SUPPLIES	53210	ANDERSON MACHINERY CO., INC.	13	P501YR	RB3 10/12 OIL SWITCH, FILTERS	336.03	
			53210	HOLT CAT	3048	PIMV01...	RB3 10/11 FILTERS	286.06	
			53210	HOLT CAT	3048	PIMV01...	RB3 10/11 MOTORGRADER BLADE	95.21	
			53210	HOLT CAT	3048	PIMV01...	RB3 10/11 BOLT, WASHER	1.70	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301110...	RB3 10/11 FILTER, RADIATOR HOSE, MISC SUPP	187.18	
		JANITOR SUPPLIES	53640	GULF COAST HARDWARE LLC	63193	181834	RB3 10/17 CLEANER	27.16	
			53640	CINTAS CORPORATION LOC. 083	958	4171103...	RB3 10/18 FRESHENER	6.00	
		SUPPLIES-MISCELLANEOUS	53992	FASTENAL COMPANY	2274	TXPOT2...	RB3 7/7 BOOTS, RAIN COAT, GLASSES	84.12	
			53992	FASTENAL COMPANY	2274	TXPOT2...	RB3 7/27 GLOVES	78.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit	
ROAD AND BRIDGE-PRECINCT #3	Total 560		53992	FASTENAL COMPANY	2274	TXPOT2...	RB3 10/4 GLASSES	12.85		
			53992	HARBOR FREIGHT TOOLS	3153	0314014	RB3 10/17 CODE READER	429.98		
			53992	MOMENTUM RENTAL AND SALES	5523	1556331	RB3 7/27 3" ADAPTER	29.76		
			53992	O'REILLY AUTO PARTS	5803	0575332...	RB3 10/16 ADHESIVE	17.37		
			53992	GULF COAST HARDWARE LLC	63193	181610	RB3 10/11 BROOM, BRUSH	73.97		
			53992	GULF COAST HARDWARE LLC	63193	181708	RB3 10/13 HARDWARE, RETURN CREDIT		15.45	
			53992	GULF COAST HARDWARE LLC	63193	181715	RB3 10/13 HARDWARE, FLAGS, WELDING SUPP	72.14		
			53992	GULF COAST HARDWARE LLC	63193	181763	RB3 10/16 GLUE, COIL TENSION	50.75		
			53992	TRL-WHOLESALE COMPANY, INC.	7637	9301110...	RB3 10/16 CIRCUIT TESTER, WIRE, MISC SUPP	346.77		
			53992	TRL-WHOLESALE COMPANY, INC.	7637	9301110...	RB3 10/17 PUMP	105.79		
ROAD AND BRIDGE-PRECINCT #4	570	UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4171103...	RB3 10/18 UNIFORMS	93.40		
									2,334.24	15.45
			53210	THIRD COAST DISTRIBUTING, LLC	75930	015904	RB4 10/12 LED LIGHT KIT	43.45		
			53210	THIRD COAST DISTRIBUTING, LLC	75930	016120	RB4 10/17 SPARK PLUGS	34.16		
			53210	THIRD COAST DISTRIBUTING, LLC	75930	016249	RB4 10/18 HOSE	65.99		
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301110...	RB4 10/19 BATTERY	287.78		
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301110...	RB4 10/23 REFUND ON CORE RETURN		54.00	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301110...	RB4 10/25 LAMP	27.61		
			53510	MARTIN ASPHALT	5238	1329463	RB4 10/20 5925G RC250	22,218.75		
									22,218.75	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
1000 - GENERAL FUND

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	GASOLINE/OIL/DIESEL/GRE...	53340	ALMAGUER LUIS	EM...	POS702...	RB4 10/29 REIMB FUEL PURCHASE FOR MOSQUITO SPRAYER	20.00	
		JANITOR SUPPLIES	53640	QUILL LLC	6602	35232105	RB4 10/19 CLEANER	27.32	
		SUPPLIES-MISCELLANEOUS	53640	QUILL LLC	6602	35240372	RB4 10/19 WINDEX	30.56	
			53992	FASTENAL COMPANY	2274	TXPOT2...	RB4 10/18 MISC SUPP	36.41	
			53992	GULF COAST PAPER CO INC	2619	2456834	RB4 10/17 PAPER TOWELS, DRUM LINERS	223.43	
			53992	GULF COAST HARDWARE LLC	63194	181947	RB4 10/19 MAIL BOX	32.99	
			53992	CINTAS CORPORATION LOC. 083	958	4171507...	RB4 10/23 MISC SUPP	9.00	
		OUTSIDE SERVICES	64400	DOUGLAS EVA LEE	3778	OCT23	RB4 10/19 OCTOBER 2023 CLEANING	300.00	
		TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMCII...	CALCO 10/19 ACT# 08615304863 LONG DISTANCE SVC	3.67	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4171507...	RB4 10/23 UNIFORMS	79.74	
								23,440.86	54.00
SHERIFF	760	LAW ENFORCEMENT SUPPLIES	53430	AXON ENTERPRISES INC	2879	INUS19...	SO 10/12 (37) CARTRIDGES	1,652.80	
		TIRES AND TUBES	53520	FIRESTONE OF PORT LAVACA LLC	5584	0083634	SO 10/17 REPL TIRE- U11	34.74	
		AUTOMOTIVE REPAIRS	60360	WARD MIKE JR	1823	34793	SO 10/11 DECALS- U39	430.00	
			60360	WARD MIKE JR	1823	34795	SO 10/13 DECALS- U6	430.00	
			60360	FRANKIE'S PAINT & BODY INC	2258	14648	SO 10/10 WINDOW MOLDING- U9	161.90	
			60360	KNEUPPER CARROLL	3678	38642	SO 10/16 OIL CHG- U11	110.06	
			60360	KNEUPPER CARROLL	3678	38664	SO 10/16 OIL CHG- U40	110.06	
			60360	VICTORIA COMMUNICATION SERVICE	8229	8741	SO 10/12 REMOVE RADIO & CAMERA FROM OSG10	541.00	
			60360	CARY'S TIRE & AUTOMOTIVE LLC	89820	29292	SO 10/17 OIL CHG, BRAKES PADS- U39	486.43	

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Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		PHYSICALS	64670	MEMORIAL MEDICAL CENTER	5099	1174869...	SO 9/15 ACCIDENT LABS-HELLER	41.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	2100064...	SO 10/13 ACT# 210-006-4378-100174-5 PHONE 10/13 - 11/12	5.00	
			66192	MCI MEGA PREFERRED	5035	POMC11...	CALCO 10/19 ACT# 08615304863 LONG DISTANCE SVC	1.16	
		CAPITAL OUTLAY	70750	AXON ENTERPRISES INC	2879	INUS19...	SO 10/12 (3) HANDLES	4,026.00	
SHERIFF	Total 760							8,030.15	0.00
TRANSFERS	800	TRANS TO CPRL-BRIGHTON ROAD BRIDGES	98571	CAL CO CAP PROJ. -	9968	PO5161...	CALCO 10/16 TRANSFER PER BUDGET AMEND-BRIGHTON RD BRIDGES	1,015,600.00	
TRANSFERS	Total 800							1,015,600.00	0.00

CALHOUN COUNTY, TEXAS
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2610 - AIRPORT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	OTHER SERVICES	64320	AARC ENVIRONMENTAL INC	1139	001115422	AIRPORT 10/9 4TH QTR 2023 SWPP INSPECTIONS	550.00	
			64320	POWER ELECTRIC LLC	2927	1746	AIRPORT 10/21 REPL PHOTO CELL- BEACON, RUNWAY LIGHTS	234.00	
			64320	COMDATA INC	628	AR406282	AIRPORT 10/9 OCTOBER 2023 WEB PRITAL ACCESS	40.00	
NO DEPARTMENT	Total 999							824.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 2716 - GRANTS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	PROGRAMS: SUMMER/AUTHOR VISITS	64970	OTBRYANT JOHNNATHAN MICHAEL	10021	1811	LIBRARY 10/13 SUMMER MAGIC SHOW	1,275.00	
			64970	ASHLEY KELLEY	EM...	PO1028...	LIBRARY 10/28 REIMB PURCHASE OF HALLOWEEN PROGRAM SUPP	80.25	
NO DEPARTMENT	Total 999							1,355.25	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 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	CLEANING-P.O.C. COMMUNITY CENTER	60870	DOUGLAS EVA LEE	3778	OCT13.	POC CC 10/19 OCTOBER 2023 CLEANING	600.00	
		MISCELLANEOUS UTILITIES-POC COMMUNITY CENTER	63920 66616	QUILL LLC INFINIUM BROADBAND INTERNET	6602 3378	35232601 60214	POC CC 10/19 BLEACH POC CC 10/17 ACT# ACCO004004 INTERNET 10/17 - 11/17	33.29 150.00	
NO DEPARTMENT	Total 999							783.29	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 5161 - CPRJ-BRIGHTON ROAD BRIDGES

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO COASTAL PROTECTION FUND	20628	CALHOUN CO. COASTAL	1611	POST161...	CAP PROJ 10/16 REMB ENG SVCS- BRIGHTON RD BRIDGES	75,600.00	
NO DEPARTMENT	Total 999							75,600.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7030 - BAIL BOND FEES (HB 1940)

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	124.50	
NO DEPARTMENT	Total 999							124.50	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7070 - CONSOLIDATED COURT COSTS FUND-NEW

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	138.90	
NO DEPARTMENT	Total 999							138.90	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7072 - CONSOLIDATED COURT COSTS FUND-2020

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	2,793.95	
NO DEPARTMENT	Total 999							2,793.95	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7383 - DNA TESTING FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	0.84	
NO DEPARTMENT	Total 999							0.84	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7390 - DRUG COURT PROGRAM FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 DRUG COURT PROGRAM FEES	1.41	
NO DEPARTMENT	Total 999							1.41	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7405 - EMS TRAUMA FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	139.83	
NO DEPARTMENT	Total 999							139.83	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7505 - JUDICIAL SALARIES FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	20.86	
NO DEPARTMENT	Total 999							20.86	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 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 OTHER GOVERNMENTS	20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2023...	TAX A/C 10/31 SEPT 2023 TAX COLLECS	6.97	
			20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2023...	CALCO 10/31 SEPT 2023 INTEREST EARNED- DISTRICTS	0.07	
			20749	CALHOUN CO. WATER CONTROL	895	PO2023...	TAX A/C 10/31 SEPT 2023 TAX COLLECS	3.82	
			20749	CALHOUN CO. WATER CONTROL	895	PO2023...	CALCO 10/31 SEPT 2023 INTEREST EARNED- DISTRICTS	0.04	
NO DEPARTMENT	Total 999							10.90	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7855 - STATE CIVIL FEE FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 CIVIL FEES	1.00	
		DUE TO GEN.FD-OTHER THAN DIVORCE/FAM.LAW	20658	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 CIVIL FEES	0.25	
NO DEPARTMENT	Total 999							1.25	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7856 - STATE CIVIL JUSTICE DATA RESPOSITORY

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	0.15	
NO DEPARTMENT	Total 999							0.15	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7857 - STATE JURY REIMBURSEMENT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	14.23	
NO DEPARTMENT	Total 999							14.23	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7860 - STATE TRAFFIC FEE/SUBTITLE C FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	288.01	
NO DEPARTMENT	Total 999							288.01	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7865 - SUPPORT OF CRIMINAL INDIGENT DEFENSE REP

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	6.75	
NO DEPARTMENT	Total 999							6.75	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7950 - TIME PAYMENT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	156.88	
NO DEPARTMENT	Total 999							156.88	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11.01.23
 7970 - TRAFFIC LAW FAILURE TO APPEAR FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO GENERAL FUND	20610	CALHOUN CO. GENERAL FUND	930	PO9991...	CALCO 10/30 3RD QTR 2023 STATE CRIMINAL COSTS & FEES	594.80	
NO DEPARTMENT	Total 999							594.80	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 11/01/23
7998 - TRULANCY PREVENTION AND DIVERSION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO JUVENILE CASE MANAGER FUND	20701	CALHOUN CO. JUVENILE CASE	9301	PO9991...	CALCO JUV CASE 10/30 3RD QTR ST CRIMINAL COSTS & FEES	29.70	
NO DEPARTMENT	Total 999							29.70	0.00
Report Total								1,200,627.66	101.45