# CALHOUN COUNTY COMMISSIONERS' COURT
## PACKET COMPLETION SHEET

✓ **All Agenda Items Properly Numbered**

✓ **Contracts Completed and Signed**

✓ **All 1295's Flagged for Acceptance**
**(number of 1295's 2 )**

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

**On this** 5th **day of** October **2022 a complete and accurate packet for** 3rd **(Day) of** October **(Month) 2022 Commissioners Court Regular Session was submitted from the Calhoun County Judge's office to the Calhoun County Clerk's Office.**

MBassel

**Calhoun County Judge/Assistant**

C:\Users\Maebelle.Cassel\Appdata\Local\Microsoft\Windows\Inetcache\Content.Outlook\3CU9IIQW\PACKET COMPLETION SHEET.Docx

# 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 Monday, October 3, 2022 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

AT 4:00 FILED O'CLOCK P M
SEP 28 2022
COUNTY CLERK, CALHOUN COUNTY, TEXAS
BY: DEPUTY

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. close open Public Hearing regarding a Petition to Vacate Lots 10 and 11 in Block 41 and a portion of the abandoned Alamo Beach Boulevard and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records.
6. close open Consider and take necessary action on a Petition to Vacate Lots 10 and 11 in Block 41 and a portion of the abandoned Alamo Beach Boulevard and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records. (DEH)
7. Consider and take necessary action to approve the Preliminary Plat of the CRISP SUBDIVISION (a replat of Lots 10 and 11 in Block 41 and a portion of the abandoned Alamo Beach Boulevard and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records). (DEH)
8. pass For Review Consider and take necessary action to approve the Access and Utility Easement Agreement with Black Mountain Energy. (RHM)

9. Consider and take necessary action to accept the addendum to CINTAS Standard Uniform Rental Service Agreement and authorize Commissioner Lyssy to sign all necessary documents. (VLL)

10. Consider and take necessary action to accept the addendum to CINTAS Standard Uniform Rental Service Agreement and authorize Commissioner Behrens to sign all necessary documents. (JMB)

11. 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 2023.01 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022. (RHM)

12. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Asphalts, Oils and Emulsions, Bid Number 2023.02 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022. (RHM)

13. 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 2023.03 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022. (RHM)

14. Consider and take necessary action to accept a $500 donation for The Port Lavaca Shrimp Fishery Historical marker from Robert E. and Margaret R Clegg. The marker will overlook the harbor where the original boats were tied. (RHM)

15. Consider and take necessary action to authorize the auction sale of the attached list of vehicles (4 from the Sheriff's Office fleet, 2 abandoned vehicles and 1 seized vehicle). (RHM)

16. Consider and take necessary action to declare miscellaneous office supplies in the County Auditor's Office as waste and authorize disposal of same.

17. Accept Monthly Reports from the following County Offices:

    i. County Treasurer – January 2022, Revised
    ii. County Treasurer – February 2022, Revised
    iii. County Treasurer – March 2022, Revised
    iv. County Treasurer – Investment Report, quarter ending March 31, 2022, Revised
    v. County Treasurer – April 2022

vi. Extension Service
   1. Coastal and Marine
   2. 4-H and Youth Development
   3. Family and Community Health
   4. Travel Report

vii. Tax Assessor-Collector – August 2022

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

19. Approval of bills and payroll. (RHM)

Richard H. Meyer, County Judge
Calhoun County, Texas

A copy of this Notice has been placed on the bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas. 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, Current Agenda" for any official court postings.




Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
(ABSENT)Vern Lyssy, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4
Anna Goodman, County Clerk
Kaddie Smith, Deputy Clerk

# CALHOUN COUNTY COMMISSIONERS' COURT

**REGULAR TERM 2022** **§** **OCTOBER 3, 2022**

**BE IT REMEMBERED THAT ON OCTOBER 3, 2022, THERE WAS BEGUN AND HOLDEN A REGULAR MEETING OF COMMISSIONERS' COURT.**

The subject matter of such meeting is as follows:

1. Call meeting to order.

   Meeting was called to order at 10:00 a.m. by Judge Richard Meyer

2. Invocation.

   Commissioner David Hall

3. Pledges of Allegiance.

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

4. General Discussion of Public Matters and Public Participation.

   N/A

5. Public Hearing regarding a Petition to Vacate Lots 10 and 11 in Block 41 and a portion of the abandoned Alamo Beach Boulevard and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records.

   **Closed regular meeting at 10:01**
   **Henry Danysh explained the Petition.**
   **Opened regular meeting at 10:02**

6. Consider and take necessary action on a Petition to Vacate Lots 10 and 11 in Block 41 and a portion of the abandoned Alamo Beach Boulevard and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records. (DEH)

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

7. Consider and take necessary action to approve the Preliminary Plat of the CRISP SUBDIVISION (a replat of Lots 10 and 11 in Block 41 and a portion of the abandoned Alamo Beach Boulevard and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records). (DEH)

| | |
|---|---|
| **Henry Danysh explained the Preliminary Plat** | |
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | David Hall, Commissioner Pct 1 |
| **SECONDER:** | Gary Reese, Commissioner Pct 4 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

8. Consider and take necessary action to approve the Access and Utility Easement Agreement with Black Mountain Energy. (RHM)

   PASS

9. Consider and take necessary action to accept the addendum to CINTAS Standard Uniform Rental Service Agreement and authorize Commissioner Lyssy to sign all necessary documents. (VLL)

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

10. Consider and take necessary action to accept the addendum to CINTAS Standard Uniform Rental Service Agreement and authorize Commissioner Behrens to sign all necessary documents. (JMB)

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

11. 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 2023.01 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022. (RHM)

| | |
|---|---|
| **Peggy Hall explained the added and changed items in the bid packet.** | |
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Gary Reese, Commissioner Pct 4 |
| **SECONDER:** | David Hall, Commissioner Pct 1 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

12. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Asphalts, Oils and Emulsions, Bid Number 2023.02 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022. (RHM)

| | |
|---|---|
| **Peggy Hall explained the added and changed items in the bid packet.** | |
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | David Hall, Commissioner Pct 1 |
| **SECONDER:** | Joel Behrens, Commissioner Pct 4 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

13. 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 2023.03 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022. (RHM)

| | |
|---|---|
| **Peggy Hall explained the added and changed items in the bid packet.** | |
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Gary Reese, Commissioner Pct 4 |
| **SECONDER:** | Joel Behrens, Commissioner Pct 3 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

14. Consider and take necessary action to accept a $500 donation for The Port Lavaca Shrimp Fishery Historical marker from Robert E. and Margaret R Clegg. The marker will overlook the harbor where the original boats were tied. (RHM)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | David Hall, Commissioner Pct 1 |
| **SECONDER:** | Joel Behrens, Commissioner Pct 4 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

15. Consider and take necessary action to authorize the auction sale of the attached list of vehicles (4 from the Sheriff's Office fleet, 2 abandoned vehicles and 1 seized vehicle). (RHM)

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

16. Consider and take necessary action to declare miscellaneous office supplies in the County Auditor's Office as waste and authorize disposal of same.

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

17. Accept Monthly Reports from the following County Offices:

    i. County Treasurer – January 2022, Revised
    ii. County Treasurer – February 2022, Revised
    iii. County Treasurer – March 2022, Revised
    iv. County Treasurer – Investment Report, quarter ending March 31, 2022, Revised
    v. County Treasurer – April 2022
    vi. Extension Service
        1. Coastal and Marine
        2. 4-H and Youth Development
        3. Family and Community Health
        4. Travel Report
    vii. Tax Assessor-Collector – August 2022

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

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

    PASS

19. Approval of bills and payroll. (RHM)

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

| | |
|---|---|
| **County Bills** | |
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | David Hall, Commissioner Pct 1 |
| **SECONDER:** | Gary Reese, Commissioner Pct 4 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

Adjourned: 10:13 a.m.

# 05

5. Public Hearing regarding a Petition to Vacate Lots 10 and 11 in Block 41 and a portion of the abandoned Alamo Beach Boulevard and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records.

**Closed regular meeting at 10:01**
**Henry Danysh explained the Petition.**
**Opened regular meeting at 10:02**

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 PUBLIC HEARING

**The Commissioners' Court of Calhoun County, Texas will meet on Monday, October 3, 2022 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse, 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.**

**NOTICE IS HEREBY GIVEN** that the Calhoun County Commissioners' Court will hold a Public Hearing in the Commissioners' Courtroom, 211 S. Ann Street, Suite 104, in Port Lavaca, Texas, on October 3, 2022 at 10:00 a.m. regarding a Petition to Vacate Lots 10 and 11 in Block 41 and a portion of the abandoned Alamo Beach Boulevard and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records.

The public shall have the right to be present and participate in such hearing.

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.

AT 4:07 FILED O'CLOCK P M

SEP 28 2022

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
BY: DEPUTY

# PETITION TO VACATE

LOTS 10 & 11 IN BLOCK 41 AND A PORTION OF THE ABANDONED ALAMO BEACH BLVD. OF THE ALAMO BEACH TOWNSITE RECORDED IN VOLUME V, PAGE 1 OF THE CALHOUN COUNTY DEED RECORDS.

STATE OF TEXAS

COUNTY OF CALHOUN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the designated agent of the owner of the property described as Lots 10 & 11 in Block 41 and a portion of the abandoned Alamo Beach Blvd. of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records, do hereby petition the Calhoun County Commissioners Court to vacate said Lots 10 & 11 in Block 41 and a portion of the abandoned Alamo Beach Blvd. in accordance with Sections 206 and 207 of the Subdivision Regulations and Recreational Vehicle Park Regulations Adopted by Calhoun County Commissioners Court on November 29, 2004 and Amended on December 13, 2007.

Property owners: Rocky Crisp and Patricia Talmage-Crisp

Located at 39 Sandcastle Drive, Port Lavaca, Texas

The property is proposed to be replatted in accordance with a plat submitted to the Calhoun County Commissioners Court.

The petition will be considered by the Calhoun County Commissioners Court on September 21, 2022 at 10:00 a.m.

Designated Agent:

Henry A. Danysh, R.P.L.S. 5088
G & W Engineers, Inc.
TBPLS Firm No. 10022100
205 W. Live Oak
Port Lavaca, TX 77979
(361) 552-4509

POSTED
AUG 23 2022
CALHOUN COUNTY CLERK

# 06

6. Consider and take necessary action on a Petition to Vacate Lots 10 and 11 in Block 41 and a portion of the abandoned Alamo Beach Boulevard and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records. (DEH)

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

## Mae Belle Cassel

**From:** David.Hall@calhouncotx.org (David Hall) <David.Hall@calhouncotx.org>
**Sent:** Wednesday, September 28, 2022 9:38 AM
**To:** Mae Belle Cassel
**Subject:** Fwd: agenda
**Attachments:** 10584.001 - Posted PTV - Crisp.pdf; 10584-001 PRELININARY PLAT.pdf

Sent from David's iPhone

David Hall
Commissioner Precinct 1
Calhoun County
Office 361-552-9242
Cell 361-220-1751

Begin forwarded message:

**From:** hdanysh@gwengineers.com
**Date:** September 28, 2022 at 9:37:07 AM CDT
**To:** David Hall <david.hall@calhouncotx.org>
**Subject: agenda**

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Commissioner Hall,

Please place the following item on the agenda for October 3, 2022:

1. Public hearing on Petition to Vacate Lots 10 & 11 in Block 41 and a portion of the abandoned Alamo Beach Blvd. and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records

2. Consider and take necessary action to Vacate Lots 10 & 11 in Block 41 and a portion of the abandoned Alamo Beach Blvd. and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records

3. Consider and take necessary action to Approve the Preliminary Plat of the CRISP SUBDIVISION (a replat of Lots 10 & 11 in Block 41 and a portion of the abandoned Alamo Beach Blvd. and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records)

If you have any questions or comments, please do not hesitate to contact me.

Thank you

HENRY A. DANYSH
Registered Professional Land Surveyor
State of Texas No. 5088

G & W ENGINEERS, INC
205 W. Liveoak Street
Port Lavaca, Texas 77979

Office: 361-552-4509
Cell: 361-920-4524

Calhoun County Texas

# 07

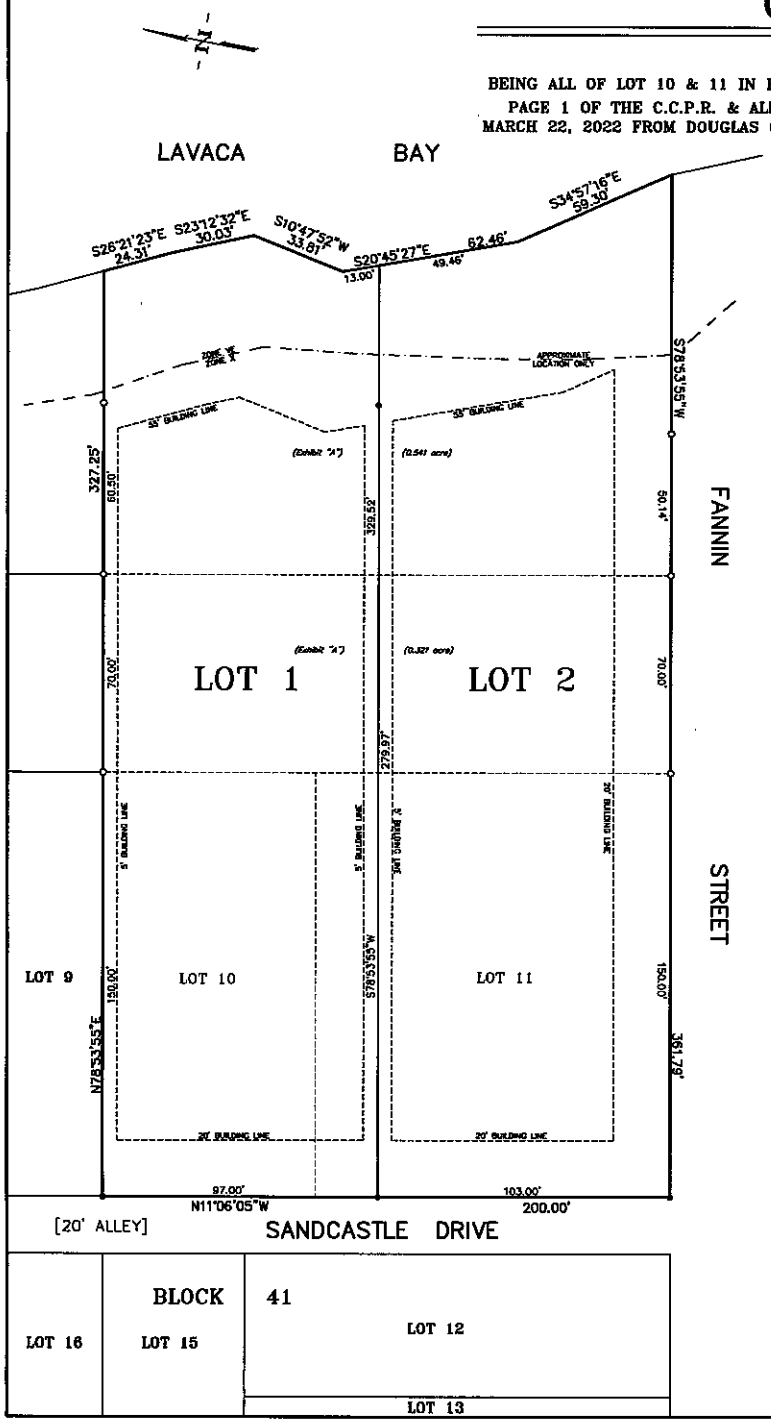
7. Consider and take necessary action to approve the Preliminary Plat of the CRISP SUBDIVISION (a replat of Lots 10 and 11 in Block 41 and a portion of the abandoned Alamo Beach Boulevard and the Park of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records). (DEH)

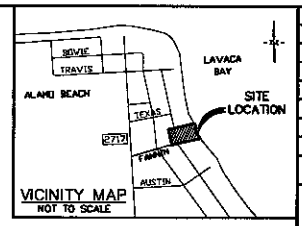
| | |
|---|---|
| **Henry Danysh explained the Preliminary Plat** | |
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | David Hall, Commissioner Pct 1 |
| **SECONDER:** | Gary Reese, Commissioner Pct 4 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

# CRISP SUBDIVISION

## 1.55 ACRE SUBDIVISION

BEING ALL OF LOT 10 & 11 IN BLOCK 41 OF ALAMO BEACH TOWNSITE ACCORDING TO PLAT RECORDED IN VOLUME V, PAGE 1 OF THE C.C.P.R. & ALL OF THE SAME PROPERTY DESCRIBED IN EXHIBIT "A" OF WARRANTY DEED DATED MARCH 22, 2022 FROM DOUGLAS CHARLES SCHILLER TO ROCKY D. CRISP & PATRICIA A. TALMAGE-CRISP RECORDED IN FILE NO. 2002-01277 OF C.C.O.R.
NARCISO CAVASSOS SURVEY, ABSTRACT NO. 3
OF CALHOUN COUNTY, TEXAS




| |
|---|
| DRAWN BY: |
| J.H.D. |
| CHECKED BY: |
| H.A.D. |
| DATE: |
| SEPT. 8, 2022 |
| SCALE: |
| 1" = 30' |


G & W ENGINEERS, INC.
ENGINEERING • SURVEYING • PLANNING
205 W. LIVE OAK STREET, PORT LAVACA, TEXAS 77979
TBPELS FIRM NO.: 10022100
(361) 552-4508; PORT LAVACA (979) 323-7100; BAY CITY


| |
|---|
| FILE NO.: |
| 10584-001 |
| JOB NO.: |
| 10584-001 |
| SHEET NO.: |
| 1 OF 1 |

PRELIMINARY PLAT

### CERTIFICATE OF OWNERSHIP

STATE OF TEXAS
COUNTY OF CALHOUN

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS CRISP SUBDIVISION, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSE, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

ROCKY CRISP

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROCKY CRISP, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC, STATE OF TEXAS

PATRICIA A. TALMAGE-CRISP

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PATRICIA A. TALMAGE-CRISP, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC, STATE OF TEXAS

### CALHOUN COUNTY APPRAISAL DISTRICT

I, HEREBY CERTIFY THAT THE AD VALOREM TAXES ON THE LAND INCLUDED WITHIN THE BOUNDARIES OF THIS PLAT ARE PAID FOR THE TAX YEAR _____ AND ALL PRIOR YEARS.

IF APPLICABLE, THE ABOVE-DESCRIBED PROPERTY HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL (COMPTROLLER RULE 9.3040) OR PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX CODE SECTION 25.21 IS NOT INCLUDED IN THIS CERTIFICATE [TAX CODE SECTION 31.08 (B)].

SIGNED THIS THE _____ DAY OF _____, 2022.

BY: _____
JESSE W. HUBBELL
CHIEF APPRAISER

### COMMISSIONERS COURT

THE COMMISSIONERS COURT MEETING IN REGULAR SESSION ON _____ 2022 APPROVED THE PLAT AND DEDICATION OF ROADS DESCRIBED HEREON.

RICHARD H. MEYER
COUNTY JUDGE

GARY REESE
COMMISSIONER PRECINCT NO. 4

### COUNTY CLERK CERTIFICATE

STATE OF TEXAS
COUNTY OF CALHOUN

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

09-14-2022
RELEASE DATE

### FLOODPLAIN ADMINISTRATOR

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR CALHOUN COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48057C 0205 E, EFFECTIVE DATE OCTOBER 16, 2014, THE SUBJECT PROPERTY IS LOCATED IN FLOOD HAZARD AREA ZONE X & ZONE VE, (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; & AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD).

A DEVELOPMENT PERMIT IS REQUIRED FROM THE FLOOD PLAIN ADMINISTRATORS OFFICE, 211 SOUTH ANN STREET, ROOM 301, PORT LAVACA, TEXAS, 77979.

LADONNA THIGPEN
FLOODPLAIN ADMINISTRATOR

### CALHOUN CO. E911 EMERGENCY COMMUNICATIONS DISTRICT

I HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAT OF CRISP SUBDIVISION MEETS THE CURRENT 911 REQUIREMENTS.

RAQUEL MORALES
DISTRICT COORDINATOR
(361) 552-3455

### LEGEND

| | |
|---|---|
| ○ | EXISTING 5/8" IRON ROD UNLESS NOTED |
| ● | SET 5/8" IRON ROD WITH PLASTIC CAP |
| C.C.O.R. | CALHOUN COUNTY DEED RECORDS |
| C.C.O.R. | CALHOUN COUNTY OFFICIAL RECORDS |
| ( ) | PLAT OR DEED CALL |

GRAPHIC SCALE
30 0 15 30 60
( IN FEET )
1 inch = 30 ft.

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

I, HENRY A. DANYSH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 8, 2022.

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

STATE OF TEXAS
REGISTERED
HENRY A. DANYSH
5088
PROFESSIONAL
LAND SURVEYOR

# 08

8. Consider and take necessary action to approve the Access and Utility Easement Agreement with Black Mountain Energy. (RHM)

   **PASS**

# 09

9. Consider and take necessary action to accept the addendum to CINTAS Standard Uniform Rental Service Agreement and authorize Commissioner Lyssy to sign all necessary documents. (VLL)

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

# Vern Lyssy

*Calhoun County Commissioner, Precinct #2*

5812 FM 1090
Port Lavaca, TX 77979

(361) 552-9656
Fax (361) 553-6664

September 27, 2022

The Honorable Richard Meyer
Calhoun County Judge
211 S. Ann Street
Port Lavaca, Texas 77979

Re: Agenda Item for Next Commissioners' Court Meeting

Dear Judge,

Please place the following matter on the agenda for the next meeting:

> "Consider and take necessary action to accept the addendum to CINTAS Standard Uniform Rental Service Agreement and allow Commissioner Lyssy to sign all necessary documents."

A copy of the original service agreement is enclosed for your information.

Thank you in advance for your attention to this matter.

Sincerely,

Vern Lyssy

VL/lj

Encl: as stated

CINTAS
READY FOR THE WORKDAY™ Contract No. _____ Customer No. 14702769 Location No. 83

STANDARD RENTAL SERVICE AGREEMENT

Date _____

Customer Calhoun County pct 2 Phone _____

Address 5812 FM 1090 City Port Lavaca State TX Zip 77979

UNIFORM RENTAL PRICING: Business Index _____ Dynamics ID _____

| Item # | Description | Unit Price |
|---|---|---|
| 3916 | Carhartt Ripstop | .82 |
| | | |
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| | | |

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- Name Emblem $ 2.50 ea • Company Emblem $ 2.50 ea
- Custom Emblem $ 3.50 ea • Embroidery $ — ea
- COD Terms $ — per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms – Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item — % of Inventory _____ $ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ $ _____ Ea.
- Make-Up charge $ 2.50 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $ — per garment.
- Seasonal Sleeve Change $ — per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
  Shop towel container $ — per week.
- Artwork Charge for LogoMat $ —
- Uniform Storage Lockers: $ — ea/week, Laundry Lock-up: $ — ea/week Shipping: $ —
- Service Charge $ 12.00 per delivery.
  This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $ _____ per garment will be assessed for employees size changed within 4 weeks of installation.
- Uniform Advantage $ .08 per garment. Premium Advantage $ _____ per garment.
  Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
  - Emblem Advantage $ .05 per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
  - Prep Advantage $ .040 per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

| Item # | Description | Rental Freq. | Unit Price |
|---|---|---|---|
| 2477 | 3M Scraper | W | 1.99 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

1/ ☐ _____ Date Initial and check box if Unilease. All garments will be cleaned by Customer.

1/ ☐ _____ Date Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.

1/ ☐ _____ Date Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Customer certifies ☐ it is ☐ is not a federal, state, or local government branch or agency.

**This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.**

Cintas Loc. No. 83 CUSTOMER: Please Sign Name _____

By Rachel Combs Please Print Name Vernon Lyssy

Title Shipper Please Print Title Commissioner Pct #2

Accepted-GM: _____ E-mail _____

# 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**
**CERTIFICATION OF FILING**

**Certificate Number:**
2022-837125

**Date Filed:**
01/05/2022

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
CINTAS CORPORATION
HOUSTON, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
CALHOUN COUNTY PRECINCT 0

**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.**
1000533435
UNIFORM/FS RENTAL

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

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____ County, State of TEXAS, on the 5th day of January (month), 20 22 (year).

Sreedevi Nair

Signature of authorized agent of contracting business entity
(Declarant)

CINTAS
READY FOR THE WORKDAY™ Contract No. _____ Customer No. 14702769 Location No. 83

STANDARD RENTAL SERVICE AGREEMENT

Customer Calhoun County pct 2 Date _____

Address 5812 FM 1090 City Port Lavaca State TX Zip 77979 Phone _____

UNIFORM RENTAL PRICING: Business Index _____ Dynamics ID _____

| Item # | Description | Unit Price |
|---|---|---|
| 396 | Carhartt Ripstop | .82 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- Name Emblem $ 2.50 ea • Company Emblem $ 2.50 ea
- Custom Emblem $ 3.60 ea • Embroidery $ _____ ea
- COD Terms $ _____ per week charge for prior service (If Amount Due is Carried to Following Week)
- Credit Terms – Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ $ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ $ _____ Ea.
- Make-Up charge $ 2.25 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $ _____ per garment.
- Seasonal Sleeve Change $ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
  Shop towel container $ _____ per week.
- Artwork Charge for LogoMat $ _____
- Uniform Storage Lockers: $ _____ ea/week, Laundry Lock-up: $ _____ ea/week Shipping: $ _____
- Service Charge $ 12.00 per delivery.
  This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $ _____ per garment will be assessed for employees size changed within 4 weeks of installation.
- Uniform Advantage $ .08 per garment. Premium Advantage $ _____ per garment.
  Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
  - Emblem Advantage $ .05 per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
  - Prep Advantage $ .040 per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

| Item # | Description | Rental Freq. | Unit Price |
|---|---|---|---|
| 2477 | 3x5 Scraper | W | 1.99 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

1/ ☐ _____ Date Initial and check box if Unilease. All garments will be cleaned by Customer.

1/ ☐ _____ Date Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.

1/ ☐ _____ Date Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Customer certifies ☐ it is ☐ is not a federal, state, or local government branch or agency.

**This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.**

Cintas Loc. No. 83 CUSTOMER: Please Sign Name _____

By Rachel Gomez Please Print Name Vernon Lyssy

Title Shipper Please Print Title Commissioner Pct #2

Accepted-GM: _____ E-mail _____

# 10

10. Consider and take necessary action to accept the addendum to CINTAS Standard Uniform Rental Service Agreement and authorize Commissioner Behrens to sign all necessary documents. (JMB)

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

# Joel Behrens
## Calhoun County Commissioner, Precinct 3

24627 State Hwy. 172~Olivia, Port Lavaca, Texas 77979 ~ Office (361) 893-5346 ~ Fax (361) 893-5309
Email: joel.behrens@calhouncotx.org


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 Commissioner's Court Agenda for October 3, 2022.

- Please Consider and Take Necessary Action to authorize Commissioner Behrens to sign addendum for new agreement terms with Cintas Uniforms.

Sincerely,
Joel Behrens
Commissioner Pct. 3

CINTAS
READY FOR THE WORKDAY

**ADDENDUM**

Customer Name: Calhoun County Pct. 3 ("Customer") Date: 9-27-22
Address: 24027 S Hwy 172

The Addendum ("**Addendum**") amends the current agreement number _____ dated _____ ("**Agreement**") and all Customer numbers currently being serviced under the referenced agreement. Cintas Corporation ("**Cintas**") and Customer acknowledge and agree to the following:

Additional products and/or services set forth below are added to the Agreement:

| Item # | Description | Quantity | Unit Price |
|---|---|---|---|
| X396 | Carhartt Ripstp Shirt | | 0-820 |
| X74533 | Carhartt pant stretch Ripstp | | 0.950 |
| | | | |
| | | | |
| | | | |

Term: Cintas and Customer agree that starting on the date this Addendum is signed a new term begins equal to the initial term of the Agreement.

Except as otherwise set forth in the Addendum, all of the terms and conditions of the Agreement remain in effect. Each party represents that the individual signing this Addendum on its behalf is authorized to do so and to bind the party.

CINTAS CORPORATION:

Sign: _____

Print: Santos Olvera

Title: SS

Accepted – GM: _____

CUSTOMER:

Sign: Joel M Behrens

Print: Joel M. Behrens

Title: Commissioner

# 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**
**CERTIFICATION OF FILING**

**Certificate Number:**
2022-837125

**Date Filed:**
01/05/2022

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
CINTAS CORPORATION
HOUSTON, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
CALHOUN COUNTY PRECINCT 3

**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.**
1000533435
UNIFORM/FS RENTAL

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

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

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

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), _____ (country).

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

Executed in _____ County, State of TEXAS, on the 5th day of January (month), 20 22 (year).

Sreedevi Nair

Signature of authorized agent of contracting business entity
(Declarant)

# 11

11. 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 2023.01 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022. (RHM)

| | |
|---|---|
| **Peggy Hall explained the added and changed items in the bid packet.** | |
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Gary Reese, Commissioner Pct 4 |
| **SECONDER:** | David Hall, Commissioner Pct 1 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

September 28, 2022

To: Judge Meyer

From: The office of the County Auditor
Peggy Hall, Assistant Auditor

Please place the following item on the Commissioners Court Agenda for October 3, 2022:

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 2023.01 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022.

September 28, 2022

To: Judge Meyer

From: The office of the County Auditor
Peggy Hall, Assistant Auditor

Please place the following item on the Commissioners Court Agenda for October 3, 2022:

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 2023.01 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022.

# INVITATION TO BID

## ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

### BID NUMBER: 2023.01
### BID TERM: JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

**SEALED BIDS ARE DUE BEFORE:**
**2:00:00 PM, Wednesday, November 2, 2022**

**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, Wednesday, November 2, 2022 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 (2022) Awarded Bid Tabulation for the Annual Supply Contract for Insecticides for Mosquito Control for the period January 1, 2022 through December 31, 2022 (Page 50-54)
- Copy of Contract (to be completed AFTER the Bid is awarded) (Page 55-57)

# 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: 2023.01, ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL**

Bids are for a one (1) year period: January 1, 2023 through December 31, 2023

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 Peggy Hall, Assistant Auditor, at peggy.hall@calhouncotx.org or 361-553-4610.

**SEALED BIDS ARE DUE BEFORE 2:00:00 PM, WEDNESDAY, NOVEMBER 2, 2022.** 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, Wednesday, November 2, 2022 in a SEALED 9 x 12 or larger envelope and CLEAREY MARKED on the outside of the envelope: SEALED BID NUMBER 2023.01 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 2023.01, 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.

Cindy Mueller
County Auditor
Calhoun County, Texas

# RETURN INSTRUCTIONS

For
Submitting a Bid for
ANNUAL SUPPLY CONTRACT FOR
INSECTICIDES FOR MOSQUITO CONROL
Bid Number: 2023.01
Bid Period: January 1, 2023 through December 31, 2023

## Return the following BEFORE 2:00:00 PM, WEDNESDAY, NOVEMBER 2, 2022

## 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 2023.01 – 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 2023.01 – 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 is _____, _____, _____, _____, _____.
(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**

Must file online at www.ethics.state.tx.us/File

# 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 INSECTICIDES FOR MOSQUITO CONTROL BID NUMBER: 2023.01

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, 2023) or by contacting Peggy Hall, Assistant Auditor, at peggy.hall@calhouncotx.org or 361-553-4610.

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, WEDNESDAY, NOVEMBER 2, 2022** 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 2023.01
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 2023.01
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, 2023 through December 31, 2023.

**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 accessed 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 Peggy Hall, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4610, peggy.hall@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, 2023.

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 coverage's 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 SUBITTING 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

CALHOUN COUNTY, TEXAS

# INVITATION TO BID FORM

## ANNUAL SUPPLY CONTRACT FOR
## INSECTICIDES FOR MOSQUITO CONTROL

Bid Number: 2023.01

January 1, 2023 through December 31, 2023

**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 _____ |

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

← List Insecticide Name

Active Ingredients: Permethrin 3.98%; Piperonyl Butoxide 8.48%

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

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

← List Insecticide Name

Active Ingredients: (S) Methoprene 8.62%

| | | |
|---|---|---|
| 400 Per Case | $ _____ | /per case |
| _____ | $ _____ | /per _____ |
| _____ | $ _____ | /per _____ |

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

← List Insecticide Name

Active Ingredients: (S) Methoprene 2.1%

| | | |
|---|---|---|
| 220 Per Case | $ _____ | /per case |
| _____ | $ _____ | /per _____ |
| _____ | $ _____ | /per _____ |

## Bid Item #11: DeltaGard - or Equivalent

← List Insecticide Name

Active Ingredients: Deltamethrin 2%

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

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

← List Insecticide Name

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

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

## Additional Bid Item:

← List Insecticide Name

Active Ingredients:

| | | |
|---|---|---|
| _____ | $ _____ | /per _____ |
| _____ | $ _____ | /per _____ |
| _____ | $ _____ | /per _____ |
| _____ | $ _____ | /per _____ |

**Additional Bid Item:** ← List Insecticide Name

Active Ingredients:

_____ $_____ /per _____

_____ $_____ /per _____

_____ $_____ /per _____

_____ $_____ /per _____

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

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

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

**FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID**

Date: _____

Authorized Signature & Title: _____

Printed Name & Title of Authorized Signature: _____

Phone Number: _____ Email: _____

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

_____

_____

## VENDOR AND ORDER INFORMATION FORM

**Please Type.**
**If handwritten, must be in ink and legible**

Vendor's Name: _____

Address: _____

_____

Remittance Address: _____

_____

Telephone: _____

Fax: _____

Email: _____

Signature of Authorized Representative: _____

Printed name of Authorized Rep: _____

## ORDER – CONTACT INFORMATION

Order Contact Name & Title: _____

Order Contact Telephone: _____

Order Contact Fax: _____

Order Contact Email: _____

## INVOICES – CONTACT INFORMATION

**For Invoice Inquiries:**

Contact Name & Title: _____

Contact Telephone: _____

Contact Fax: _____

Contact Email: _____

**STATE OF TEXAS** {}

**AFFIDAVIT**

**COUNTY OF _____** {}

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)

the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)

principal address at _____,
(Type or Print Physical and Mailing Address)

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

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

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

a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;

b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;

c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;

d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and

e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

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

_____
Signature of Affiant

_____
Printed Name and Title of Affiant

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

_____
Signature of Notary Public

Notary Stamp/Seal

## CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

# DEBARMENT & SUSPENSION

## Executive Order 12549--Debarment and Suspension

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

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

**Section 1.** (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.
(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.
(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

**Sec. 2.** To the extent permitted by law, Executive departments and agencies shall:
(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.
(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.
(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

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

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

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

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

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

## Implementation in the SRF Programs

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

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

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

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

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

# CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or 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.

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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

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:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>____ b. material change<br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District, if known:** | | **5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime:<br><br>**Congressional District, if known:** |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount,** *if known:*<br><br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(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:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

**Print or type.** **See Specific Instructions on page 3.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

6 City, state, and ZIP code

Requester's name and address (optional)

CALHOUN COUNTY
202 S ANN ST, PORT LAVACA TX 77979
361-553-4610 FAX: 361-553-4614

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** **Signature of U.S. person** ▶ **Date** ▶

# General Instructions

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

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

## Purpose of Form

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

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

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

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

# 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, 2022 through December 31, 2022**

**REVISED AWARD - January 12, 2022**

Original Award November 24, 2021 - See Page 4 for the 2 Revised Bid Awards

***Awarded Bids are Highlighted in Yellow***

*Calhoun County, Texas*

## BID TABULATION - ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL, BID NUMBER: 2022.02 - ALL PRECINCTS

**For Period Beginning JANUARY 1 2022 and Ending DECEMBER 31, 2022**

| BID ITEM | UNIT | ADAPCO LLC<br>DID NOT MEET SPECIFICATIONS | CLARKE MOSQUITO CONTROL PRODUCTS INC<br>MET SPECIFICATIONS | RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS<br>DID NOT MEET SPECIFICATIONS | ES OPCO USA LLC dba VESERIS<br>MET SPECIFICATIONS |
|---|---|---|---|---|---|
| **Mineral Oil - BVA Mosquito Larvicide Oil - MC30 or Equivalent** | | BVA 13 Mosquito ULV Diluent or Calpar 80 ULV Mineral Oil<br>DID NOT MEET SPECIFICATIONS | COCOBEAR<br>Mosquito Larvicide Oil | BVA 13 Mosquito ULV Diluent<br>DID NOT MEET SPECIFICATIONS | MAXPAR G2-60<br>Paraffinic base oil product |
| | 5 Gallon Pail | $78.10 (BVA 13) | $105.48 | $82.97 | NA |
| | 50 Gallon Drum | $651.00 (BVA 13) | NO BID | $640.00 | $360.00 |
| | 55 Gallon Drum | $610.50 (Calpar 80) | $1,125.14 | $690.00 | $395.00 |
| | 275 Gallon Tote | $3,264.25 (Calpar 80) | $5,492.00 | $2,940.00 | $2,100.00 |
| **MALATHION** | | Fyfanon ULV<br>Active Ingredients: Malathion 96.5%<br>DID NOT MEET SPECIFICATIONS | | | Fyfanon ULV<br>Active Ingredients: Malathion 96.5% |
| | 2 x 2.5 Gallon Case | $386.72 | NO BID | NO BID | $350.00 |
| | 5 Gallon Pail | NO BID | NO BID | NO BID | NA |
| | 55 Gallon Drum | $4,050.59 | NO BID | NO BID | NA |
| | 260 Gallon Tote | $18,482.10 | NO BID | NO BID | NA |
| ADDED BY BIDDER: Unit = BULK Minimum order 1000 gallons, price is cheaper than other size options | Gallon<br>1,000 Gallons Minimum | | | | $57.00/Gallon<br>Minimum Order is 1,000 Gallons<br>$57.00 x 1,000 = $57,000.00 |
| **MALATHION EW** | | Fyfanon EW<br>Active Ingredients: Malathion 40.9%<br>DID NOT MEET SPECIFICATIONS | | | |
| *Only 1 Bid Received - THE BIDDER DID NOT MEET SPECIFICATIONS* | 2 x 2.5 Gallon Case | $316.42 | NO BID | NO BID | NA |
| | 30 Gallon Drum | $1,806.53 | NO BID | NO BID | NA |

| BID ITEM | UNIT | ADAPCO LLC<br>DID NOT MEET SPECIFICATIONS | CLARKE MOSQUITO CONTROL PRODUCTS INC<br>MET SPECIFICATIONS | RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS<br>DID NOT MEET SPECIFICATIONS | ES OPCO USA LLC dba VESERIS<br>MET SPECIFICATIONS |
|---|---|---|---|---|---|
| 30-30 ULV | | **PermaSease 30-30**<br>Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%<br>**DID NOT MEET SPECIFICATIONS** | **Biomist 30+30**<br>Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0% | **Permanone 30-30 & Perm-X 30-30**<br>Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%<br>**DID NOT MEET SPECIFICATIONS** | **MasterLine Kontrol 30-30**<br>Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0% |
| | 2 x 2.5 Gallon Case | $344.75 | $826.36 | $325.00 (Perm-X 30-30) | $301.02 |
| | 5 Gallon Pail | NO BID | NO BID | $305.00 (Permanone 30-30) | NA |
| | 30 Gallon Drum | $2,072.10 | $4,880.64 | $1,830.00 (Permanone 30-30) | $1,695.00 |
| | 55 Gallon Drum | NO BID | $8,875.68 | $3,520.00 (Perm-X 30-30) | $3,295.00 |
| | 275 Gallon Tote | $18,733.00 | $35,228.60 | $16,775.00 (Permanone 30-30) | $16,200.00 |
| 31-66 ULV | | | **BIOMIST 31+66**<br>Active Ingredients: Permethrin 31.28%; Piperonyl Butoxide 66% | **Permanone 31-66 & Perm-X UL 31-66**<br>Active Ingredients: Permethrin 31.28%; Piperonyl Butoxide 66%<br>**DID NOT MEET SPECIFICATIONS** | **Perm-X UL 31-66**<br>Active Ingredients: Permethrin 31%; Piperonyl Butoxide 66% |
| | 4 x 1 Gallon Case | NO BID | NO BID | $388.00 (Permanone 31-66) | NA |
| | 2 x 2.5 Gallon Case | NO BID | $1,029.28 | $485.00 (Perm-X UL 31-66) | $550.00 |
| | 30 Gallon Drum | NO BID | $4,456.56 | $2,910.00 (Permanone 31-66) | $3,276.60 |
| | 275 Gallon Tote | NO BID | NO BID | $26,675.00 (Permanone 31-66) | $30,035.50 |
| 31-67 ULV | | **PermaSease 31-67**<br>Active Ingredients: Permethrin 31.15%; Piperonyl Butoxide 66.85%<br>**DID NOT MEET SPECIFICATIONS** | | | **MasterLine Kontrol 31-67**<br>Active Ingredients: Permethrin 31.15%; Piperonyl Butoxide 66.85% |
| | 4 x 1 Gallon Case | NO BID | NO BID | NO BID | NA |
| | 2 x 2.5 Gallon Case | $494.30 | NO BID | NO BID | $500.00 |
| | 30 Gallon Drum | $3,600.00 | NO BID | NO BID | $3,000.00 |
| | 275 Gallon Tote | $33,000.00 | NO BID | NO BID | $28,000.00 |

| BID ITEM | UNIT | ADAPCO LLC<br>DID NOT MEET SPECIFICATIONS | CLARKE MOSQUITO CONTROL PRODUCTS INC<br>MET SPECIFICATIONS | RENTOKIL NORTH AMERICA, INC.<br>dba TARGET SPECIALTY PRODUCTS<br>DID NOT MEET SPECIFICATIONS | ES OPCO USA LLC<br>dba VESERIS<br>MET SPECIFICATIONS |
|---|---|---|---|---|---|
| **4-4 ULV** | | **PermaSease 4-4**<br>Active Ingredients: Permethrin 4.6%; Piperonyl butoxide 4.6%<br>**DID NOT MEET SPECIFICATIONS** | **Biomist 4+4**<br>Active Ingredients: Premethrin 4%; Piperonyl Butoxide 4% | **Perm-X UL 4-4**<br>Active Ingredients: Permethrin 4%; Piperonyl Butoxide 4%<br>**DID NOT MEET SPECIFICATIONS** | **MasterLine Kontrol 4-4**<br>Active Ingredients: Permethrin 4.6%; Piperonyl Butoxide 4.6% |
| | **2 x 2.5 Gallon Case** | $155.00 | $110.00 | $115.65 | $87.00 |
| | **30 Gallon Drum** | NO BID | $660.00 | $585.50 | $515.00 |
| | **55 Gallon Drum** | $1,054.35 | $1,210.00 | $1,010.00 | $1,010.00 |
| | **275 Gallon Tote** | $4,983.00 | $6,325.00 | $4,568.00 | $4,600.00 |
| **4-8 ULV**<br><br>***2 Bids Received - BOTH BIDDERS DID NOT MEET SPECIFICATIONS*** | | **Bidding Alternate:**<br>**PermaSease 3-15**<br>Permethrin 3.0%; Piperonyl Butoxide 15.0%<br>**DID NOT MEET SPECIFICATIONS** | | **Permanone Ready To Use**<br>Active Ingredients: Permethrin 3.98%; Piperonyl Butoxide 8.48%<br>**DID NOT MEET SPECIFICATIONS** | |
| | **2 x 2.5 Gallon Case** | $154.00 | NO BID | $200.00 | NA |
| | **30 Gallon Tote** | $924.00 | NO BID | $1,110.00 | NA |
| | **55 Gallon Drum** | NO BID | NO BID | N/A | NA |
| | **275 Gallon Tote** | $8,470.00 | NO BID | $9,762.50 | NA |

| BID ITEM | UNIT | ADAPCO LLC<br>DID NOT MEET SPECIFICATIONS | CLARKE MOSQUITO CONTROL PRODUCTS INC<br>MET SPECIFICATIONS | RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS<br>DID NOT MEET SPECIFICATIONS | ES OPCO USA LLC dba VESERIS<br>MET SPECIFICATIONS |
|---|---|---|---|---|---|
| **ALTOSID 30 DAY BRIQUETS** | | | **Altosid 30 Day Briquets**<br>Active Ingredients:<br>(S)-Methoprene 8.62% | **Altosid 30 Day Briquets**<br>Active Ingredients: (S)-Methoprene 8.62%<br>**DID NOT MEET SPECIFICATIONS** | **Altosid 30 Day Briquets**<br>Active Ingredients: (S)-Methoprene 8.62% |
| | 400 Per Case | NO BID | $480.00 - 2021 Price (wrong year's price)<br>**Award RESCINDED January 12, 2022** | $500.00 | $500.00<br>**Awarded January 12, 2022** |
| **ALTOSID XR EXTENDED RESIDUAL BRIQUETS - Altosid XR Briquets** | | | **Altosid XR Extended Residual Briquets**<br>Active Ingredients:<br>(S)-Methoprene 2.1% | **Altosid XR Extended Residual Briquets**<br>Active Ingredients:<br>(S)-Methoprene 2.1%<br>**DID NOT MEET SPECIFICATIONS** | **Altosid XR Extended Residual Briquets**<br>Active Ingredients:<br>(S)-Methoprene 2.1% |
| | 220 Per Case | NO BID | $759.00 - 2021 Price (wrong year's price)<br>**Award RESCINDED January 12, 2022** | $787.60 | $787.60<br>**Awarded January 12, 2022** |
| **DELTAGARD or Equivalent**<br>***Only 1 Bid Received - THE BIDDER DID NOT MEET SPECIFICATIONS*** | | | | **DeltaGard (ground) - Imperium (aerial)**<br>Active Ingredients: Deltamethrin 2.0%<br>**DID NOT MEET SPECIFICATIONS** | |
| | 2 x 2.5 Gallon Case | NO BID | NO BID | $1,120.00 | NA |
| | 30 Gallon Drum | NO BID | NO BID | $6,510.00 | NA |
| | 250 Gallon Drum(Tote) | NO BID | NO BID | $53,750.00 | NA |
| **FOURSTAR SUSTAINED RELEASE 45 DAY MICROBIAL BRIQUETS** | | ***Bidding 2 Alternates - not exact substitute:***<br>***1. Vectomax WSP (800 WSP/case) Bs 2.7%; Bti 4.5%;***<br>***2. Metalarv XRP: (S) Methoprene 4.25%***<br>**DID NOT MEET SPECIFICATIONS** | **Fourstar Sustained Release Microbial 45/90/180 Day Briquets**<br>Active Ingredients: Bacillus sphaericus 2362, Serotype H5a5b, Strain AM1614 fermentation solids, spores and insecticidal toxins 6%; Bacillus thuringiensis subspecies israelensis Strain BMP 144 fermentation solids, spores and insecticidal toxins 1% | | |
| | * Alternate: Vectomax WSP 800/Case | $1,310.00 | | | |
| | * Alternate: Metalarv XRP 800/Case | $1,760.00 | | | |
| | * Alternate: Metalarv XRP 200/Case | $450.00 | | | |
| | 45 Day --- 200 Per Case | NO BID | $290.00 | NO BID | NA |
| **FOURSTAR SUSTAINED RELEASE 90 DAY MICROBIAL BRIQUETS** | 90 Day --- 200 Per Case | NO BID | $482.00 | NO BID | NA |
| **FOURSTAR SUSTAINED RELEASE 180 DAY MICROBIAL BRIQUETS** | 180 Day --- 200 Per Case | NO BID | $752.00 | NO BID | NA |

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 2, 2022, submit a BID for **INSECTICIDES FOR MOSQUITO CONTROL, Bid Number 2023.01** 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, 2023 and end on December 31, 2023.

**COUNTY:**

CALHOUN COUNTY

By: _____

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S Ann Street
3rd Floor, Suite 301
Port Lavaca TX 77979

**ATTEST:**

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Print Name: _____

Title: _____

**CONTRACTOR/HAULER:**

_____

By: _____

Print Name: _____

Title: _____

Address: _____

_____

_____

_____

**ATTEST:**

_____

By: _____

Print Name: _____

Title: _____

# 12

12. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Asphalts, Oils and Emulsions, Bid Number 2023.02 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022. (RHM)

| | |
|---|---|
| **Peggy Hall explained the added and changed items in the bid packet.** | |
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | David Hall, Commissioner Pct 1 |
| **SECONDER:** | Joel Behrens, Commissioner Pct 4 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

September 28, 2022

To: Judge Meyer

From: The office of the County Auditor
Peggy Hall, Assistant Auditor

Please place the following item on the Commissioners Court Agenda for October 3, 2022:

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 2023.02 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022.

September 28, 2022

To: Judge Meyer

From: The office of the County Auditor
Peggy Hall, Assistant Auditor

Please place the following item on the Commissioners Court Agenda for October 3, 2022:

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 2023.02 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022.

# INVITATION TO BID

## ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS

## BID NUMBER: 2023.02
## BID TERM: JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

**SEALED BIDS ARE DUE BEFORE:**
**2:00:00 PM, Wednesday, November 2, 2022**

**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, Wednesday, November 2, 2022 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 (2022) Awarded Bid Tabulation for the Annual Supply Contract for Road Materials and Asphalts, Oils and Emulsions for the period January 1, 2022 through December 31, 2022 (Page 47-58)
- Copy of Contract (to be completed AFTER the Bid is awarded) (Page 59-61)

# 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: 2023.02, ANNUAL SUPPLY CONTRACT FOR ASPHALTS, OILS AND EMULSIONS**

Bids are for a one (1) year period: January 1, 2023 through December 31, 2023

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 Peggy Hall, Assistant Auditor, at peggy.hall@calhouncotx.org or 361-553-4610.

**SEALED BIDS ARE DUE BEFORE 2:00:00 PM, WEDNESDAY, NOVEMBER 2, 2022.** 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, Wednesday, November 2, 2022 in a SEALED 9 x 12 or larger envelope and CLEAREY MARKED on the outside of the envelope: SEALED BID NUMBER 2023.02 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 2023.02, 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.

Cindy Mueller
County Auditor
Calhoun County, Texas

# RETURN INSTRUCTIONS

For
Submitting a Bid for
ANNUAL SUPPLY CONTRACT FOR
ASPHALTS, OILS AND EMULSIONS
Bid Number: 2023.02
Bid Period: January 1, 2023 through December 31, 2023

## Return the following BEFORE 2:00:00 PM, WEDNESDAY, NOVEMBER 2, 2022

## 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 2023.02 – 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 2023.02 – 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 is _____, _____, _____, _____, _____.
(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**

Must file online at www.ethics.state.tx.us/File

# 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: 2023.02

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, 2023) or by contacting Peggy Hall, Assistant Auditor, at peggy.hall@calhouncotx.org or 361-553-4610.

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, WEDNESDAY, NOVEMBER 2, 2022** 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 2023.02
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 2023.02
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, 2023 through December 31, 2023

**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 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, October 31, 2022, 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.**

**Vendor must include a copy of the document from the EIA.GOV website that was used to determine delivery price when invoicing Calhoun County and the calculations on the increase or decrease in the delivery price.**

Vendor will be required to deliver to all jobsites in Calhoun County as directed by the Commissioner of applicable Calhoun County Precinct.

Jobsite can be road, field location or stockpile at designated Calhoun County locations.

Miles from pit to stockpile and/or jobsite will be shortest legal route.

Total Bid price, stated on the Invitation to Bid Form, shall include all fees, transportation costs and/or delivery fees to the designated Calhoun County Precinct stockpile or jobsites.

Products/materials shall be ordered in quantities as determined by each Calhoun County Commissioner.

Calhoun County Precincts will put out needed signs and barricades for traffic control.

Calhoun County Precincts will accept the number of trucks necessary to do a job on a most cost efficient basis, which could require various numbers of trucks.

Any Vendor traveling on Calhoun County roads will not exceed its legal gross weight.

Each load shall be weighed on a certified public scale. Truck and trailer shall be weighed empty at least once on each job run, or when a change is made due to changing truck, trailer, or other. Cost of weighing shall be paid by the hauler. Driver shall get a product/material company ticket from pit or location when loading. A copy of the scale weight ticket, product/material company ticket and company delivery ticket shall be given to the Calhoun County employee at the jobsite when load is inspected and dumped.

Calhoun County Precincts will supervise the dumping of loads and a Calhoun County employee will sign the delivery ticket. The Calhoun County Precinct must receive a copy of the signed delivery ticket.

Calhoun County shall have the right to pull sample loaded truck(s) to a certified scale of Calhoun County's choice for loaded weight, unload truck(s) and take empty weight on same scale to verify weights. Calhoun County shall pay for the weighing.

Calhoun County legally accepts the product/material after it is unloaded and approved by the Calhoun County Commissioner of said precinct.

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

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

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

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

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

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

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

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

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

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

Specifications are not being met if products/materials are not delivered at the required temperatures or the time and date requested by Calhoun County's Commissioner are not met.

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

All Calhoun County Precincts handle their own orders; therefore invoices shall be billed to each Calhoun County Precinct separately.

All invoices must be billed to Calhoun County to the attention of the Calhoun County Commissioner and Precinct ordering the product/material.

Bid item number and product/material description, as stated on the Invitation to Bid form, awarded product/material Bid price per unit and delivery price per unit must appear on all invoices in order to be considered for payment. Listing the Bid item number and exact product/material description, as on the Invitation to Bid Form, will avoid any confusion when the invoice is processed for payment.

No other charges, including, but not limited to, pump, hoses, special fees or after hour delivery fees, may be added to the awarded Bid price per unit and delivery price when invoiced unless these charges were noted on the Bid form or separate attachment and awarded as such.

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

Invoices shall include a copy of the document from the EIA.GOV website that was used to calculate the increase or decrease in the delivery charge.

Invoices shall show the calculation on how the increase or decrease in delivery price was reached.

Invoices shall include a copy of the delivery ticket that shows confirmation of delivery.

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

Calhoun County Commissioners have the right to reject at any time any product/material that is undesirable for either road or jobsite location. If any product/material is rejected, the County will not incur any return freight, fees or any other charges on the rejected product/material.

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

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

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

- Unit price
- Extended price (and other charges, if any)
- Special needs and requirements of Calhoun County

- Delivery
- Compliance in returning (including) all required forms
- Results of testing samples (if required by Calhoun County)
- Calhoun County's experience with products/materials Bid
- Vendor's past performance record with Calhoun County

If Bids are awarded, award information will be emailed to all vendors that submitted a Bid regardless if the vendor was awarded a Bid or not. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the vendors as soon as possible. To obtain results, or if you have any questions, please contact Peggy Hall, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4610, peggy.hall@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, 2023.

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 coverage's 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 SUBITTING 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: 2023.02

January 1, 2023 through December 31, 2023

**Vendor's Name & Address**

_____

_____

_____

- **Please Type. If handwritten, must be in ink and legible. White out is not acceptable.**
- **SEE SPECIFICATIONS AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS**
- **PRODUCTS/MATERIALS BID MUST BE BROKEN DOWN INTO PRICE PER UNIT AND DELIVERY PRICE PER UNIT**

## ASPHALTS, OILS AND EMULSIONS

Item 300, Asphalts, Oils and Emulsions

**(Bid Item Listed or Equivalent)**

**Bid Item #1: Primer Oil or Equivalent**

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

| LOCATION | Unit | PRODUCT/ MATERIAL | DELIVERY | TOTAL | DEMURRAGE, IF ANY |
|---|---|---|---|---|---|
| Precinct 1 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 2 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 3 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 4-P | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 4-S | Gallon | | | | $_____ Per Hour After ____ Free Hours |

Remarks: _____

## Bid Item #2: P2 Prime Concentrate or Equivalent

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

| LOCATION | Unit | PRODUCT/ MATERIAL | DELIVERY | TOTAL | DEMURRAGE, IF ANY |
|---|---|---|---|---|---|
| Precinct 1 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 2 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 3 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 4-P | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 4-S | Gallon | | | | $_____ Per Hour After ____ Free Hours |

Remarks: _____

## Bid Item #3: RC-250 or Equivalent

**Temperature must be no lower than 140°**

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

| LOCATION | Unit | PRODUCT/ MATERIAL | DELIVERY | TOTAL | DEMURRAGE, IF ANY |
|---|---|---|---|---|---|
| Precinct 1 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 2 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 3 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 4-P | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 4-S | Gallon | | | | $_____ Per Hour After ____ Free Hours |

Remarks: _____

## Bid Item #4: CRS-2 or Equivalent

**Temperature must be no lower than 150° and no higher than 180°**

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

| LOCATION | Unit | PRODUCT/ MATERIAL | DELIVERY | TOTAL | DEMURRAGE, IF ANY |
|---|---|---|---|---|---|
| Precinct 1 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 2 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 3 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 4-P | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 4-S | Gallon | | | | $_____ Per Hour After ____ Free Hours |

Remarks: _____

## Bid Item #5: P2 CWE-2 or Equivalent

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

| LOCATION | Unit | PRODUCT/ MATERIAL | DELIVERY | TOTAL | DEMURRAGE, IF ANY |
|---|---|---|---|---|---|
| Precinct 1 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 2 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 3 | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 4-P | Gallon | | | | $_____ Per Hour After ____ Free Hours |
| Precinct 4-S | Gallon | | | | $_____ Per Hour After ____ Free Hours |

Remarks: _____

***Be sure to read, complete, sign and date the next page***

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

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

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

**FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID**

Date: _____

Authorized Signature & Title: _____

Type Name & Title of Authorized Signature: _____

Phone Number: _____ Email: _____

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

_____

_____

## VENDOR AND ORDER INFORMATION FORM

**Please Type.**
**If handwritten, must be in ink and legible**

Vendor's Name: _____

Address: _____

_____

Remittance Address: _____

_____

Telephone: _____

Fax: _____

Email: _____

Signature of Authorized Representative: _____

Printed name of Authorized Rep: _____

## ORDER – CONTACT INFORMATION

Order Contact Name & Title: _____

Order Contact Telephone: _____

Order Contact Fax: _____

Order Contact Email: _____

## INVOICES – CONTACT INFORMATION

**For Invoice Inquiries:**

Contact Name & Title: _____

Contact Telephone: _____

Contact Fax: _____

Contact Email: _____

**STATE OF TEXAS** {}

**AFFIDAVIT**

**COUNTY OF _____** {}

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)

the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)

principal address at _____,
(Type or Print Physical and Mailing Address)

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

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

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

a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;

b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;

c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;

d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and

e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

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

_____
Signature of Affiant

_____
Printed Name and Title of Affiant

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

_____
Signature of Notary Public

Notary Stamp/Seal

## CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

# DEBARMENT & SUSPENSION

## Executive Order 12549--Debarment and Suspension

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

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

**Section 1.** (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.
(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.
(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

**Sec. 2.** To the extent permitted by law, Executive departments and agencies shall:
(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.
(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.
(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

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

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

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

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

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

## Implementation in the SRF Programs

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

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

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

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

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

# CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or 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.

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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

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:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |

| | |
|---|---|
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District, if known:** | **5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime:<br><br>**Congressional District, if known:** |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | **9. Award Amount,** *if known:*<br><br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(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:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | **Authorized for Local Reproduction**<br>**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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

6 City, state, and ZIP code

Requester's name and address (optional)

CALHOUN COUNTY
202 S ANN ST, PORT LAVACA TX 77979
361-553-4610 FAX: 361-553-4614

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** | **Signature of U.S. person** ▶ | **Date** ▶

# General Instructions

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

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

## Purpose of Form

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

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

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

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

**COPY OF**

**CURRENT AWARDED BID TABULATION**

**FOR THE**

***CURRENT BID PERIOD***

**January 1, 2022 through December 31, 2022**

**AWARDED Bids are Highlighted in Yellow**

# BID TABULATION -- AWARD
## ROAD MATERIALS AND ASPHALTS, OILS AND EMULSIONS
## ANNUAL SUPPLY CONTRACT, BID NUMBER: 2022.03
## For the Period Beginning January 1, 2022 and Ending December 31, 2022

**BASELINE PRICE FOR FUEL ADJUSTMENT ON DELIVERY PRICE: $3.482 on November 8, 2021**
**(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-3/4 Inch to Dust**

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| Precinct 1 | Ton | $12.00 | $18.40 | $30.40 | 24 TONS | X | QUALITY HOT MIX, INC. NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| Precinct 2 | Ton | $12.00 | $18.40 | $30.40 | 24 TONS | X | |
| Precinct 3 | Ton | $12.00 | $18.40 | $30.40 | 24 TONS | X | |
| Precinct 4-P | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | | |
| Precinct 4-S | Ton | $12.00 | $18.40 | $30.40 | 24 TONS | X | |
| | | | | | | | |
| Precinct 1 | Ton | $5.50 | $25.00 | $30.50 | 25 TONS | | K-C LEASE SERVICE INC dba MATAGORDA CONSTRUCTION & MATERIALS |
| Precinct 2 | Ton | $5.50 | $25.00 | $30.50 | 25 TONS | | |
| Precinct 3 | Ton | $5.50 | $25.00 | $30.50 | 25 TONS | | |
| Precinct 4-P | Ton | $5.50 | $25.00 | $30.50 | 25 TONS | X | |
| Precinct 4-S | Ton | $5.50 | $25.00 | $30.50 | 25 TONS | | |
| | | | | | | | |
| Precinct 1 | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | MIDTEX MATERIALS, LLC |
| Precinct 2 | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |
| Precinct 3 | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |
| Precinct 4-P | Ton | $6.00 | $30.00 | $36.00 | 24 TON | | |
| Precinct 4-S | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |

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

| Bid Item #2: ITEM 247, TYPE A LIMESTONE, GRADE 2 [1 3/4 INCH | | | | | | | |
|---|---|---|---|---|---|---|---|
| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
| Precinct 1 | Ton | $12.00 | $18.00 | $30.00 | 24 TONS | X | QUALITY HOT MIX, INC. NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| Precinct 2 | Ton | $12.00 | $18.00 | $30.00 | 24 TONS | X | |
| Precinct 3 | Ton | $12.00 | $18.00 | $30.00 | 24 TONS | X | |
| Precinct 4-P | Ton | $12.00 | $18.00 | $30.00 | 24 TONS | X | |
| Precinct 4-S | Ton | $12.00 | $18.00 | $30.00 | 24 TONS | X | |
| | | | | | | | |
| Precinct 1 | Ton | $5.00 | $25.00 | $30.00 | 25 TONS | | K-C LEASE SERVICE INC dba MATAGORDA CONSTRUCTION & MATERIALS |
| Precinct 2 | Ton | $5.00 | $25.00 | $30.00 | 25 TONS | | |
| Precinct 3 | Ton | $5.00 | $25.00 | $30.00 | 25 TONS | | |
| Precinct 4-P | Ton | $5.00 | $25.00 | $30.00 | 25 TONS | | |
| Precinct 4-S | Ton | $5.00 | $25.00 | $30.00 | 25 TONS | | |
| | | | | | | | |
| Precinct 1 | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | MIDTEX MATERIALS, LLC |
| Precinct 2 | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |
| Precinct 3 | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |
| Precinct 4-P | Ton | $6.00 | $30.00 | $36.00 | 24 TON | | |
| Precinct 4-S | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |
| | | | | | | | |
| Precinct 1 | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $8.84 | Did Not Meet Specifications $28.59 | Did Not Meet Specifications 24 | | COLORADO MATERIALS, LTD Material Location: Nursery, TX |
| Precinct 2 | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $8.84 | Did Not Meet Specifications $28.59 | Did Not Meet Specifications 24 | | |
| Precinct 3 | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications 11.68 | Did Not Meet Specifications $31.43 | Did Not Meet Specifications 24 | | |
| Precinct 4-P | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $11.05 | Did Not Meet Specifications $30.80 | Did Not Meet Specifications 24 | | |
| Precinct 4-S | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $9.82 | Did Not Meet Specifications $29.57 | Did Not Meet Specifications 24 | | |

## Bid Item #3: ITEM 247, TYPE A LIMESTONE, GRADE 3 [1 3/4 INCH

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | X | **QUALITY HOT MIX, INC.** NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| **Precinct 2** | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | X | |
| **Precinct 3** | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | X | |
| **Precinct 4-P** | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | X | |
| **Precinct 4-S** | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | X | |
| | | | | | | | |
| **Precinct 1** | Ton | $6.00 | $28.00 | $34.00 | 24 TONS | | **MIDTEX MATERIALS, LLC** |
| **Precinct 2** | Ton | $6.00 | $28.00 | $34.00 | 24 TONS | | |
| **Precinct 3** | Ton | $6.00 | $28.00 | $34.00 | 24 TONS | | |
| **Precinct 4-P** | Ton | $6.00 | $30.00 | $36.00 | 24 TONS | | |
| **Precinct 4-S** | Ton | $6.00 | $28.00 | $34.00 | 24 TONS | | |
| | | | | | | | |
| **Precinct 1** | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $8.84 | Did Not Meet Specifications $28.59 | Did Not Meet Specifications 24 | | **COLORADO MATERIALS, LTD** Material Location: Nursery, TX |
| **Precinct 2** | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $8.84 | Did Not Meet Specifications $28.59 | Did Not Meet Specifications 24 | | |
| **Precinct 3** | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $11.68 | Did Not Meet Specifications $31.43 | Did Not Meet Specifications 24 | | |
| **Precinct 4-P** | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $11.05 | Did Not Meet Specifications $30.80 | Did Not Meet Specifications 24 | | |
| **Precinct 4-S** | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $9.82 | Did Not Meet Specifications $29.57 | Did Not Meet Specifications 24 | | |

## Bid Item #4: ITEM 275, CEMENT

**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 |
|---|---|---|---|---|---|---|---|
| **Precinct 1, 2, 3, 4-P & 4-S** | Ton<br>____ of 47 Lb Bags on Pallet | **NO BIDS RECEIVED** | | | | | |

## Bid Item #5: Item 302, Type PB, Grade 3 (Pre-Coated Rock)

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | **QUALITY HOT MIX, INC.** NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| **Precinct 2** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 3** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 4-P** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 4-S** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 1** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $24.96 | Did Not Meet Specifications $64.96 | Did Not Meet Specifications 24 | | **COLORADO MATERIALS, LTD** Material Source: New Braunfels, TX |
| **Precinct 2** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $24.63 | Did Not Meet Specifications $64.63 | Did Not Meet Specifications 24 | | |
| **Precinct 3** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $25.64 | Did Not Meet Specifications $65.64 | Did Not Meet Specifications 24 | | |
| **Precinct 4-P** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $28.17 | Did Not Meet Specifications $68.17 | Did Not Meet Specifications 24 | | |
| **Precinct 4-S** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $26.14 | Did Not Meet Specifications $66.14 | Did Not Meet Specifications 24 | | |

## Bid Item #6: Item 302, Type PB, Grade 4 (Pre-Coated Rock)

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | **QUALITY HOT MIX, INC.** NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| **Precinct 2** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 3** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 4-P** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 4-S** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 1** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $24.96 | Did Not Meet Specifications $64.96 | Did Not Meet Specifications 24 | | **COLORADO MATERIALS, LTD** Material Source: New Braunfels, TX |
| **Precinct 2** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $24.63 | Did Not Meet Specifications $64.63 | Did Not Meet Specifications 24 | | |
| **Precinct 3** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $25.64 | Did Not Meet Specifications $65.64 | Did Not Meet Specifications 24 | | |
| **Precinct 4-P** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $28.17 | Did Not Meet Specifications $68.17 | Did Not Meet Specifications 24 | | |
| **Precinct 4-S** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $26.14 | Did Not Meet Specifications $66.14 | Did Not Meet Specifications 24 | | |

| Bid Item #7: Item 302, Type PE, Grade 3 (Pre-Coated Rock) *Material Source out of _____* | | | | | | | |
|---|---|---|---|---|---|---|---|
| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | No Bids Received | BIDDER |
| Precinct 1 | Ton | NO BIDS RECEIVED | | | | | |
| Precinct 2 | Ton | | | | | | |
| Precinct 3 | Ton | | | | | | |
| Precinct 4-P | Ton | | | | | | |
| Precinct 4-S | Ton | | | | | | |

| Bid Item #8: Item 302, Type PE, Grade 4 (Pre-Coated Rock) *Material Source out of _____* | | | | | | | |
|---|---|---|---|---|---|---|---|
| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | No Bids Received | BIDDER |
| Precinct 1 | Ton | NO BIDS RECEIVED | | | | | |
| Precinct 2 | Ton | | | | | | |
| Precinct 3 | Ton | | | | | | |
| Precinct 4-P | Ton | | | | | | |
| Precinct 4-S | Ton | | | | | | |

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## Bid Item #9: Item 302, Type E, Grade 5, Ice Rock (Non-Coated Limestone Only)

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| Precinct 1 | Ton | $17.00 | $25.00 | $42.00 | 25 TONS | X | K-C LEASE SERVICE INC dba MATAGORDA CONSTRUCTION & MATERIALS |
| Precinct 2 | Ton | $17.00 | $25.00 | $42.00 | 25 TONS | X | |
| Precinct 3 | Ton | $17.00 | $25.00 | $42.00 | 25 TONS | X | |
| Precinct 4-P | Ton | $17.00 | $25.00 | $42.00 | 25 TONS | X | |
| Precinct 4-S | Ton | $17.00 | $25.00 | $42.00 | 25 TONS | X | |
| | | | | | | | |
| Precinct 1 | Ton | $26.50 | $23.50 | $50.00 | 24 TONS | | QUALITY HOT MIX, INC. NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| Precinct 2 | Ton | $26.50 | $23.50 | $50.00 | 24 TONS | | |
| Precinct 3 | Ton | $26.50 | $23.50 | $50.00 | 24 TONS | | |
| Precinct 4-P | Ton | $26.50 | $23.50 | $50.00 | 24 TONS | | |
| Precinct 4-S | Ton | $26.50 | $23.50 | $50.00 | 24 TONS | | |
| | | | | | | | |
| Precinct 1 | Ton | Did Not Meet Specifications $30.00 | Did Not Meet Specifications $24.96 | Did Not Meet Specifications $54.96 | Did Not Meet Specifications 24 | | COLORADO MATERIALS, LTD Material Source: New Braunfels, TX |
| Precinct 2 | Ton | Did Not Meet Specifications $30.00 | Did Not Meet Specifications $24.63 | Did Not Meet Specifications $54.63 | Did Not Meet Specifications 24 | | |
| Precinct 3 | Ton | Did Not Meet Specifications $30.00 | Did Not Meet Specifications $25.64 | Did Not Meet Specifications $55.64 | Did Not Meet Specifications 24 | | |
| Precinct 4-P | Ton | Did Not Meet Specifications $30.00 | Did Not Meet Specifications $28.17 | Did Not Meet Specifications $58.17 | Did Not Meet Specifications 24 | | |
| Precinct 4-S | Ton | Did Not Meet Specifications $30.00 | Did Not Meet Specifications $26.14 | Did Not Meet Specifications $56.14 | Did Not Meet Specifications 24 | | |

## Bid Item #10: ITEM 330, TYPE D (PRE-MIX LIMESTONE)

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

| Bid Item #11: ITEM 330 D, POTHOLE REPAIR, LIMESTONE ROCK ASPHALT (LRA) | | | | | | | |
|---|---|---|---|---|---|---|---|
| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
| Precinct 1 | Ton | $71.17 | $47.45 | $118.62 | 24 TONS | X | BLADES GROUP LLC |
| | Yard$^3$ | $83.98 | $55.99 | $139.97 | 22 CU YDS | X | |
| | 50 lb Bag | $14.00 | $0.00 | $14.00 | 1 PALLET - 62 BAGS | X | |
| Precinct 2 | Ton | $70.97 | $47.31 | $118.28 | 24 TONS | X | |
| | Yard$^3$ | $83.74 | $55.83 | $139.57 | 22 CU YDS | X | |
| | 50 lb Bag | $14.00 | $0.00 | $14.00 | 1 PALLET - 62 BAGS | X | |
| Precinct 3 | Ton | $72.62 | $48.41 | $121.03 | 24 TONS | X | |
| | Yard$^3$ | $85.69 | $57.13 | $142.82 | 22 CU YDS | X | |
| | 50 lb Bag | $14.00 | $0.00 | $14.00 | 1 PALLET - 62 BAGS | X | |
| Precinct 4-P | Ton | $73.13 | $48.76 | $121.89 | 24 TONS | X | |
| | Yard$^3$ | $86.30 | $57.53 | $143.83 | 22 CU YDS | X | |
| | 50 lb Bag | $14.00 | $0.00 | $14.00 | 1 PALLET - 62 BAGS | X | |
| Precinct 4-S | Ton | $71.17 | $47.45 | $118.62 | 24 TONS | X | |
| | Yard$^3$ | $83.98 | $55.99 | $139.97 | 22 CU YDS | X | |
| | 50 lb Bag | $14.00 | $0.00 | $14.00 | 1 PALLET - 62 BAGS | X | |

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## Bid Item #12: ITEM 334, TYPE D, HOT MIX COLD LAID ASPHALT CONCRETE PAVEMENT

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Ton | $75.00 | $9.00 | $84.00 | 25 TONS | X | **QUALITY HOT MIX, INC.** NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| **Precinct 2** | Ton | $75.00 | $9.00 | $84.00 | 25 TONS | X | |
| **Precinct 3** | Ton | $75.00 | $9.00 | $84.00 | 25 TONS | X | |
| **Precinct 4-P** | Ton | $75.00 | $9.00 | $84.00 | 25 TONS | X | |
| **Precinct 4-S** | Ton | $75.00 | $9.00 | $84.00 | 25 TONS | X | |
| **Precinct 1** | Ton | Did Not Meet Specifications $69.00 | Did Not Meet Specifications $24.96 | Did Not Meet Specifications $93.96 | Did Not Meet Specifications 24 | | **COLORADO MATERIALS, LTD** Material Source: New Braunfels, TX |
| **Precinct 2** | Ton | Did Not Meet Specifications $69.00 | Did Not Meet Specifications $24.63 | Did Not Meet Specifications $93.63 | Did Not Meet Specifications 24 | | |
| **Precinct 3** | Ton | Did Not Meet Specifications $69.00 | Did Not Meet Specifications $25.64 | Did Not Meet Specifications $94.64 | Did Not Meet Specifications 24 | | |
| **Precinct 4-P** | Ton | Did Not Meet Specifications $69.00 | Did Not Meet Specifications $28.17 | Did Not Meet Specifications $97.17 | Did Not Meet Specifications 24 | | |
| **Precinct 4-S** | Ton | Did Not Meet Specifications $69.00 | Did Not Meet Specifications $26.14 | Did Not Meet Specifications $95.14 | Did Not Meet Specifications 24 | | |
| **Precinct 1** | Ton | Did Not Meet Specifications $88.00 | Did Not Meet Specifications $30.59 | Did Not Meet Specifications $118.59 | Did Not Meet Specifications 25 TONS | | **WALLER COUNTY ASPHALT, INC.** BID ALTERNATE ITEM: BID FOR ASPPM 9202 GRADE IV HIGH PERFORMANCE COLD MIX |
| **Precinct 2** | Ton | Did Not Meet Specifications $88.00 | Did Not Meet Specifications $31.51 | Did Not Meet Specifications $119.51 | Did Not Meet Specifications 25 TONS | | |
| **Precinct 3** | Ton | Did Not Meet Specifications $88.00 | Did Not Meet Specifications $27.83 | Did Not Meet Specifications $115.83 | Did Not Meet Specifications 25 TONS | | |
| **Precinct 4-P** | Ton | Did Not Meet Specifications $88.00 | Did Not Meet Specifications $35.19 | Did Not Meet Specifications $123.19 | Did Not Meet Specifications 25 TONS | | |
| **Precinct 4-S** | Ton | Did Not Meet Specifications $88.00 | Did Not Meet Specifications $34.96 | Did Not Meet Specifications $122.96 | Did Not Meet Specifications 25 TONS | | |

## Bid Item #13: ITEM 432, Riprap, Section 2.3 Stone Riprap, 12" Limestone

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Ton | $26.00 | $58.00 | $84.00 | 24 TON | X | **MIDTEX MATERIALS, LLC** |
| **Precinct 1** | Ton | $26.00 | $58.00 | $84.00 | 24 TON | X | |
| **Precinct 3** | Ton | $26.00 | $58.00 | $84.00 | 24 TON | X | |
| **Precinct 4-P** | Ton | $26.00 | $60.00 | $86.00 | 24 TON | X | |
| **Precinct 4-S** | Ton | $26.00 | $58.00 | $84.00 | 24 TON | X | |

# ASPHALTS, OILS AND EMULSIONS

Item 300, Asphalts, Oils and Emulsions

**Bid Item #14: Primer Oil**

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | DEMURRAGE | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Gallon | $2.20 | $0.20 | $2.40 | $80 Per Hour After 2 Free Hours | X | **CLEVELAND ASPHALT PRODUCTS, INC.** Prices based on minimum 5000 gallon load, for smaller quantities please call 800-334-0177. Diluted material can not be returned for credit. |
| **Precinct 2** | Gallon | $2.20 | $0.20 | $2.40 | $80 Per Hour After 2 Free Hours | X | |
| **Precinct 3** | Gallon | $2.20 | $0.20 | $2.40 | $80 Per Hour After 2 Free Hours | X | |
| **Precinct 4-P** | Gallon | $2.20 | $0.20 | $2.40 | $80 Per Hour After 2 Free Hours | X | |
| **Precinct 4-S** | Gallon | $2.20 | $0.20 | $2.40 | $80 Per Hour After 2 Free Hours | X | |
| | | | | | | | |
| **Precinct 1** | Gallon | Did Not Meet Specifications $2.85 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $3.03 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | **MARTIN PRODUCTS SALES LLC dba MARTIN ASPHALT COMPANY** MC-30 5000 gallon minimum |
| **Precinct 2** | Gallon | Did Not Meet Specifications $2.85 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $3.03 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 3** | Gallon | Did Not Meet Specifications $2.85 | Did not Meet Specifications $0.16 | Did Not Meet Specifications $3.01 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-P** | Gallon | Did Not Meet Specifications $2.85 | Did Not Meet Specification $0.21 | Did Not Meet Specifications $3.06 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-S** | Gallon | Did Not Meet Specifications $2.85 | Did Not Meet Specifications $0.19 | Did Not Meet Specifications $3.04 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| | | | | | | | |
| **Precinct 1** | Gallon | Did Not Meet Specifications $2.04 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.04 | Did Not Meet Specifications $80 Per Hour After 2 Free Hours | | **P SQUARED EMULSION PLANTS LLC** P2 PRIME CONCENTRATE ** Please see attached equivalent and/or superior product information and Sole Source Affidavit. SEE ATTACHED INFOROMATION FOR ADDITIONAL CHARGES Minimum Tanker Delivery: 5,000 Gallons; Delivery over 250 miles subject to additional charges; Pump Charge (trucking charge) $80.00; Push Charge (trucking charge) $80.00 per hour; Return Loads (trucking Charge) Subject to charge from delivering freight line |
| **Precinct 2** | Gallon | Did Not Meet Specifications $2.04 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.04 | Did Not Meet Specifications $80 Per Hour After 2 Free Hours | | |
| **Precinct 3** | Gallon | Did Not Meet Specifications $2.04 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.04 | Did Not Meet Specifications $80 Per Hour After 2 Free Hours | | |
| **Precinct 4-P** | Gallon | Did Not Meet Specifications $2.04 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.04 | Did Not Meet Specifications $80 Per Hour After 2 Free Hours | | |
| **Precinct 4-S** | Gallon | Did Not Meet Specifications $2.04 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.04 | Did Not Meet Specifications $80 Per Hour After 2 Free Hours | | |

## Bid Item #15: RC-250

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | DEMURRAGE | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Gallon | $3.45 | $0.20 | $3.65 | $80.00 Per Hour After 2 Free Hours | X | **CLEVELAND ASPHALT PRODUCTS, INC.** Prices based on minimum 5000 gallon load, for smaller quantities please call 800-334-0177. Diluted material can not be returned for credit. |
| **Precinct 2** | Gallon | $3.45 | $0.20 | $3.65 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 3** | Gallon | $3.45 | $0.20 | $3.65 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 4-P** | Gallon | $3.45 | $0.20 | $3.65 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 4-S** | Gallon | $3.45 | $0.20 | $3.65 | $80.00 Per Hour After 2 Free Hours | X | |
| | | | | | | | |
| **Precinct 1** | Gallon | Did Not Meet Specifications $2.75 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $2.93 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | **MARTIN PRODUCTS SALES LLC dba MARTIN ASPHALT COMPANY** 5000 gallon minimum |
| **Precinct 2** | Gallon | Did Not Meet Specifications $2.75 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $2.93 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 3** | Gallon | Did Not Meet Specifications $2.75 | Did not Meet Specifications $0.16 | Did Not Meet Specifications $2.91 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-P** | Gallon | Did Not Meet Specifications $2.75 | Did Not Meet Specification $0.21 | Did Not Meet Specifications $2.96 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-S** | Gallon | Did Not Meet Specifications $2.75 | Did Not Meet Specifications $0.19 | Did Not Meet Specifications $2.94 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |

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## Bid Item #16: CRS-2

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | DEMURRAGE | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Gallon | $2.00 | $0.20 | $2.20 | $80.00 Per Hour After 2 Free Hours | X | **CLEVELAND ASPHALT PRODUCTS, INC.** Prices based on minimum 5000 gallon load, for smaller quantities please call 800-334-0177. Diluted material can not be returned for credit. |
| **Precinct 2** | Gallon | $2.00 | $0.20 | $2.20 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 3** | Gallon | $2.00 | $0.20 | $2.20 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 4-P** | Gallon | $2.00 | $0.20 | $2.20 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 4-S** | Gallon | $2.00 | $0.20 | $2.20 | $80.00 Per Hour After 2 Free Hours | | |
| **Precinct 1** | Gallon | Did Not Meet Specifications $2.00 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $2.18 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | **MARTIN PRODUCTS SALES LLC dba MARTIN ASPHALT COMPANY** 5000 gallon minimum |
| **Precinct 2** | Gallon | Did Not Meet Specifications $2.00 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $2.18 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 3** | Gallon | Did Not Meet Specifications $2.00 | Did not Meet Specifications $0.16 | Did Not Meet Specifications $2.16 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-P** | Gallon | Did Not Meet Specifications $2.00 | Did Not Meet Specification $0.21 | Did Not Meet Specifications $2.21 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-S** | Gallon | Did Not Meet Specifications $2.00 | Did Not Meet Specifications $0.19 | Did Not Meet Specifications $2.19 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 1** | Gallon | Did Not Meet Specifications $2.99 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.99 | Did Not Meet Specifications $80.00 Per Hour After 2 Free Hours | | **P SQUARED EMULSION PLANTS LLC** P2 CWE-2 ** Please see attached equivalent and/or superior product information and Sole Source Affidavit. SEE ATTACHED INFOROMATION FOR ADDITIONAL CHARGES Minimum Tanker Delivery: 5,000 Gallons; Delivery over 250 miles subject to additional charges; Pump Charge (trucking charge) $80.00; Push Charge (trucking charge) $80.00 per hour; Return Loads (trucking Charge) Subject to charge from delivering freight line |
| **Precinct 2** | Gallon | Did Not Meet Specifications $2.99 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.99 | Did Not Meet Specifications $80.00 Per Hour After 2 Free Hours | | |
| **Precinct 3** | Gallon | Did Not Meet Specifications $2.99 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.99 | Did Not Meet Specifications $80.00 Per Hour After 2 Free Hours | | |
| **Precinct 4-P** | Gallon | Did Not Meet Specifications $2.99 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.99 | Did Not Meet Specifications $80.00 Per Hour After 2 Free Hours | | |
| **Precinct 4-S** | Gallon | Did Not Meet Specifications $2.99 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.99 | Did Not Meet Specifications $80.00 Per Hour After 2 Free Hours | | |

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 2, 2022, submit a BID for **ASPHALTS, OILS AND EMULSIONS, Bid Number 2023.02** 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 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, 2023 and end on December 31, 2023.

**COUNTY:**

CALHOUN COUNTY

By: _____

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S Ann St
3rd Floor, Ste 301
Port Lavaca TX 77979

**ATTEST:**

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Print Name: _____

Title: _____

**CONTRACTOR/HAULER:**

_____

By: _____

Print Name: _____

Title: _____

Address: _____

_____

_____

_____

**ATTEST:**

_____

By: _____

Print Name: _____

Title: _____

COPY

# 13

13. 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 2023.03 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022. (RHM)

| | |
|---|---|
| **Peggy Hall explained the added and changed items in the bid packet.** | |
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Gary Reese, Commissioner Pct 4 |
| **SECONDER:** | Joel Behrens, Commissioner Pct 3 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

September 28, 2022

To: Judge Meyer

From: The office of the County Auditor
Peggy Hall, Assistant Auditor

Please place the following item on the Commissioners Court Agenda for October 3, 2022:

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 2023.03 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022.

September 28, 2022

To: Judge Meyer

From: The office of the County Auditor
Peggy Hall, Assistant Auditor

Please place the following item on the Commissioners Court Agenda for October 3, 2022:

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 2023.03 for the period January 1, 2023 through December 31, 2023 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, November 2, 2022.

# INVITATION TO BID

## ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS

### BID NUMBER: 2023.03
### BID TERM: JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

**SEALED BIDS ARE DUE BEFORE:**
**2:00:00 PM, Wednesday, November 2, 2022**

**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, Wednesday, November 2, 2022 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 20-28)
- 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 (2022) Awarded Bid Tabulation for the Annual Supply Contract for Road Materials and Asphalts, Oils and Emulsions for the period January 1, 2022 through December 31, 2022 (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: 2023.03, ANNUAL SUPPLY CONTRACT FOR ROAD MATERIALS**

Bids are for a one (1) year period: January 1, 2023 through December 31, 2023.

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 Peggy Hall, Assistant Auditor, at peggy.hall@calhouncotx.org or 361-553-4610.

**SEALED BIDS ARE DUE BEFORE 2:00:00 PM, WEDNESDAY, NOVEMBER 2, 2022.** 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, Wednesday, November 2, 2022 in a SEALED 9 x 12 or larger envelope and CLEAREY MARKED on the outside of the envelope: SEALED BID NUMBER 2023.03 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 2023.03, 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.

Cindy Mueller
County Auditor
Calhoun County, Texas

# RETURN INSTRUCTIONS

For
Submitting a Bid for
ANNUAL SUPPLY CONTRACT FOR
ROAD MATERIALS
Bid Number: 2023.03
Bid Period: January 1, 2023 through December 31, 2023

## Return the following BEFORE 2:00:00 PM, WEDNESDAY, NOVEMBER 2, 2022

## 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 2023.03 – 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 2023.03 – 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 is _____, _____, _____, _____, _____.
(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**

Must file online at www.ethics.state.tx.us/File

# 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: 2023.03

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, 2023) or by contacting Peggy Hall, Assistant Auditor, at peggy.hall@calhouncotx.org or 361-553-4610.

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, WEDNESDAY, NOVEMBER 2, 2022** 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 2023.03 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 2023.03 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, 2023 through December 31, 2023

**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 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, October 31, 2022, 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.**

**Vendor must include a copy of the document from the EIA.GOV website that was used to determine delivery price when invoicing Calhoun County and the calculations on the increase or decrease in the delivery price.**

Vendor will be required to deliver to all jobsites in Calhoun County as directed by the Commissioner of applicable Calhoun County Precinct.

Jobsite can be road, field location or stockpile at designated Calhoun County locations.

Miles from pit to stockpile and/or jobsite will be shortest legal route.

Total Bid price, stated on the Invitation to Bid Form, shall include all fees, transportation costs and/or delivery fees to the designated Calhoun County Precinct stockpile or jobsites.

Materials shall be ordered in quantities as determined by each Calhoun County Commissioner.

Calhoun County Precincts will put out needed signs and barricades for traffic control.

Calhoun County Precincts will accept the number of trucks necessary to do a job on a most cost efficient basis, which could require various numbers of trucks.

Any Vendor traveling on Calhoun County roads will not exceed its legal gross weight.

Each load shall be weighed on a certified public scale. Truck and trailer shall be weighed empty at least once on each job run, or when a change is made due to changing truck, trailer, or other. Cost of weighing shall be paid by the hauler. Driver shall get a material company ticket from pit or location when loading. A copy of the scale weight ticket, material company ticket and company delivery ticket shall be given to the Calhoun County employee at the jobsite when load is inspected and dumped.

Calhoun County Precincts will supervise the dumping of loads and a Calhoun County employee will sign the delivery ticket. The Calhoun County Precinct must receive a copy of the signed delivery ticket.

Calhoun County shall have the right to pull sample loaded truck(s) to a certified scale of Calhoun County's choice for loaded weight, unload truck(s) and take empty weight on same scale to verify weights. Calhoun County shall pay for the weighing.

Calhoun County legally accepts the materials after it is unloaded and approved by the Calhoun County Commissioner of said precinct.

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

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

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

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

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

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

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

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

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

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

Specifications are not being met if materials are not delivered at the required temperatures or the time and date requested by Calhoun County's Commissioner are not met.

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

All Calhoun County Precincts handle their own orders; therefore invoices shall be billed to each Calhoun County Precinct separately.

All invoices must be billed to Calhoun County to the attention of the Calhoun County Commissioner and Precinct ordering the material(s).

Bid item number and material description, as stated on the Invitation to Bid form, awarded material Bid price per unit and delivery price per unit must appear on all invoices in order to be considered for payment. Listing the Bid item number and exact material description as on the Invitation to Bid Form will avoid any confusion when the invoice is processed for payment.

No other charges, including, but not limited to, pump, hoses, special fees or after hour delivery fees, may be added to the awarded Bid price per unit and delivery price when invoiced unless these charges were noted on the Bid form or separate attachment and awarded as such.

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

Invoices shall include a copy of the document from the EIA.GOV website that was used to calculate the increase or decrease in the delivery charge.

Invoices shall show the calculation on how the increase or decrease in delivery price was reached.

Invoices shall include a copy of the delivery ticket that shows confirmation of delivery.

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 Peggy Hall, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4610, peggy.hall@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, 2023.

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 coverage's 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 SUBITTING 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: 2023.03

January 1, 2023 through December 31, 2023

**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

Notary Stamp/Seal

## CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

**7**

_____ _____

Signature of vendor doing business with the governmental entity Date

# DEBARMENT & SUSPENSION

## Executive Order 12549--Debarment and Suspension

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

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

**Section 1.** (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.
(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.
(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

**Sec. 2.** To the extent permitted by law, Executive departments and agencies shall:
(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.
(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.
(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

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

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

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

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

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

## Implementation in the SRF Programs

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

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

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

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

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

# CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or 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.

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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

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:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>____ b. material change<br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District, if known:** | | **5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime:<br><br>**Congressional District, if known:** |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount,** *if known:*<br><br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(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:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

6 City, state, and ZIP code

Requester's name and address (optional)

CALHOUN COUNTY
202 S ANN ST, PORT LAVACA TX 77979
361-553-4610 FAX: 361-553-4614

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** | **Signature of U.S. person** ▶ | **Date** ▶

# General Instructions

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

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

## Purpose of Form

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

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

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

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

**COPY OF**

**CURRENT AWARDED BID TABULATION**

**FOR THE**

***CURRENT BID PERIOD***

**January 1, 2022 through December 31, 2022**

**AWARDED Bids are Highlighted in Yellow**

# BID TABULATION -- AWARD
## ROAD MATERIALS AND ASPHALTS, OILS AND EMULSIONS
## ANNUAL SUPPLY CONTRACT, BID NUMBER: 2022.03
## For the Period Beginning January 1, 2022 and Ending December 31, 2022

**BASELINE PRICE FOR FUEL ADJUSTMENT ON DELIVERY PRICE:** **$3.482 on November 8, 2021**
**(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-3/4 Inch to Dust**

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Ton | $12.00 | $18.40 | $30.40 | 24 TONS | X | **QUALITY HOT MIX, INC.** NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| **Precinct 2** | Ton | $12.00 | $18.40 | $30.40 | 24 TONS | X | |
| **Precinct 3** | Ton | $12.00 | $18.40 | $30.40 | 24 TONS | X | |
| **Precinct 4-P** | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | | |
| **Precinct 4-S** | Ton | $12.00 | $18.40 | $30.40 | 24 TONS | X | |
| | | | | | | | |
| **Precinct 1** | Ton | $5.50 | $25.00 | $30.50 | 25 TONS | | **K-C LEASE SERVICE INC dba MATAGORDA CONSTRUCTION & MATERIALS** |
| **Precinct 2** | Ton | $5.50 | $25.00 | $30.50 | 25 TONS | | |
| **Precinct 3** | Ton | $5.50 | $25.00 | $30.50 | 25 TONS | | |
| **Precinct 4-P** | Ton | $5.50 | $25.00 | $30.50 | 25 TONS | X | |
| **Precinct 4-S** | Ton | $5.50 | $25.00 | $30.50 | 25 TONS | | |
| | | | | | | | |
| **Precinct 1** | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | **MIDTEX MATERIALS, LLC** |
| **Precinct 2** | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |
| **Precinct 3** | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |
| **Precinct 4-P** | Ton | $6.00 | $30.00 | $36.00 | 24 TON | | |
| **Precinct 4-S** | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |

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

| Bid Item #2: ITEM 247, TYPE A LIMESTONE, GRADE 2 [1 3/4 INCH | | | | | | | |
|---|---|---|---|---|---|---|---|
| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
| Precinct 1 | Ton | $12.00 | $18.00 | $30.00 | 24 TONS | X | QUALITY HOT MIX, INC. NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| Precinct 2 | Ton | $12.00 | $18.00 | $30.00 | 24 TONS | X | |
| Precinct 3 | Ton | $12.00 | $18.00 | $30.00 | 24 TONS | X | |
| Precinct 4-P | Ton | $12.00 | $18.00 | $30.00 | 24 TONS | X | |
| Precinct 4-S | Ton | $12.00 | $18.00 | $30.00 | 24 TONS | X | |
| | | | | | | | |
| Precinct 1 | Ton | $5.00 | $25.00 | $30.00 | 25 TONS | | K-C LEASE SERVICE INC dba MATAGORDA CONSTRUCTION & MATERIALS |
| Precinct 2 | Ton | $5.00 | $25.00 | $30.00 | 25 TONS | | |
| Precinct 3 | Ton | $5.00 | $25.00 | $30.00 | 25 TONS | | |
| Precinct 4-P | Ton | $5.00 | $25.00 | $30.00 | 25 TONS | | |
| Precinct 4-S | Ton | $5.00 | $25.00 | $30.00 | 25 TONS | | |
| | | | | | | | |
| Precinct 1 | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | MIDTEX MATERIALS, LLC |
| Precinct 2 | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |
| Precinct 3 | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |
| Precinct 4-P | Ton | $6.00 | $30.00 | $36.00 | 24 TON | | |
| Precinct 4-S | Ton | $6.00 | $28.00 | $34.00 | 24 TON | | |
| | | | | | | | |
| Precinct 1 | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $8.84 | Did Not Meet Specifications $28.59 | Did Not Meet Specifications 24 | | COLORADO MATERIALS, LTD Material Location: Nursery, TX |
| Precinct 2 | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $8.84 | Did Not Meet Specifications $28.59 | Did Not Meet Specifications 24 | | |
| Precinct 3 | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications 11.68 | Did Not Meet Specifications $31.43 | Did Not Meet Specifications 24 | | |
| Precinct 4-P | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $11.05 | Did Not Meet Specifications $30.80 | Did Not Meet Specifications 24 | | |
| Precinct 4-S | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $9.82 | Did Not Meet Specifications $29.57 | Did Not Meet Specifications 24 | | |

## Bid Item #3: ITEM 247, TYPE A LIMESTONE, GRADE 3 [1 3/4 INCH

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| Precinct 1 | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | X | QUALITY HOT MIX, INC. NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| Precinct 2 | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | X | |
| Precinct 3 | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | X | |
| Precinct 4-P | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | X | |
| Precinct 4-S | Ton | $12.00 | $19.00 | $31.00 | 24 TONS | X | |
| | | | | | | | |
| Precinct 1 | Ton | $6.00 | $28.00 | $34.00 | 24 TONS | | MIDTEX MATERIALS, LLC |
| Precinct 2 | Ton | $6.00 | $28.00 | $34.00 | 24 TONS | | |
| Precinct 3 | Ton | $6.00 | $28.00 | $34.00 | 24 TONS | | |
| Precinct 4-P | Ton | $6.00 | $30.00 | $36.00 | 24 TONS | | |
| Precinct 4-S | Ton | $6.00 | $28.00 | $34.00 | 24 TONS | | |
| | | | | | | | |
| Precinct 1 | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $8.84 | Did Not Meet Specifications $28.59 | Did Not Meet Specifications 24 | | COLORADO MATERIALS, LTD Material Location: Nursery, TX |
| Precinct 2 | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $8.84 | Did Not Meet Specifications $28.59 | Did Not Meet Specifications 24 | | |
| Precinct 3 | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $11.68 | Did Not Meet Specifications $31.43 | Did Not Meet Specifications 24 | | |
| Precinct 4-P | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $11.05 | Did Not Meet Specifications $30.80 | Did Not Meet Specifications 24 | | |
| Precinct 4-S | Ton | Did Not Meet Specifications $19.75 | Did Not Meet Specifications $9.82 | Did Not Meet Specifications $29.57 | Did Not Meet Specifications 24 | | |

## Bid Item #4: ITEM 275, CEMENT

**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 |
|---|---|---|---|---|---|---|---|
| Precinct 1, 2, 3, 4-P & 4-S | Ton | NO BIDS RECEIVED | | | | | |
| | ____ of 47 Lb Bags on Pallet | | | | | | |

## Bid Item #5: Item 302, Type PB, Grade 3 (Pre-Coated Rock)

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | **QUALITY HOT MIX, INC.** NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| **Precinct 2** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 3** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 4-P** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 4-S** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 1** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $24.96 | Did Not Meet Specifications $64.96 | Did Not Meet Specifications 24 | | **COLORADO MATERIALS, LTD** Material Source: New Braunfels, TX |
| **Precinct 2** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $24.63 | Did Not Meet Specifications $64.63 | Did Not Meet Specifications 24 | | |
| **Precinct 3** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $25.64 | Did Not Meet Specifications $65.64 | Did Not Meet Specifications 24 | | |
| **Precinct 4-P** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $28.17 | Did Not Meet Specifications $68.17 | Did Not Meet Specifications 24 | | |
| **Precinct 4-S** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $26.14 | Did Not Meet Specifications $66.14 | Did Not Meet Specifications 24 | | |

## Bid Item #6: Item 302, Type PB, Grade 4 (Pre-Coated Rock)

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | **QUALITY HOT MIX, INC.** NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| **Precinct 2** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 3** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 4-P** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 4-S** | Ton | $53.00 | $9.00 | $62.00 | 25 TONS | X | |
| **Precinct 1** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $24.96 | Did Not Meet Specifications $64.96 | Did Not Meet Specifications 24 | | **COLORADO MATERIALS, LTD** Material Source: New Braunfels, TX |
| **Precinct 2** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $24.63 | Did Not Meet Specifications $64.63 | Did Not Meet Specifications 24 | | |
| **Precinct 3** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $25.64 | Did Not Meet Specifications $65.64 | Did Not Meet Specifications 24 | | |
| **Precinct 4-P** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $28.17 | Did Not Meet Specifications $68.17 | Did Not Meet Specifications 24 | | |
| **Precinct 4-S** | Ton | Did Not Meet Specifications $40.00 | Did Not Meet Specifications $26.14 | Did Not Meet Specifications $66.14 | Did Not Meet Specifications 24 | | |

| Bid Item #7: Item 302, Type PE, Grade 3 (Pre-Coated Rock) *Material Source out of _____* | | | | | | | |
|---|---|---|---|---|---|---|---|
| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | No Bids Received | BIDDER |
| Precinct 1 | Ton | NO BIDS RECEIVED | | | | | |
| Precinct 2 | Ton | | | | | | |
| Precinct 3 | Ton | | | | | | |
| Precinct 4-P | Ton | | | | | | |
| Precinct 4-S | Ton | | | | | | |

| Bid Item #8: Item 302, Type PE, Grade 4 (Pre-Coated Rock) *Material Source out of _____* | | | | | | | |
|---|---|---|---|---|---|---|---|
| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | No Bids Received | BIDDER |
| Precinct 1 | Ton | NO BIDS RECEIVED | | | | | |
| Precinct 2 | Ton | | | | | | |
| Precinct 3 | Ton | | | | | | |
| Precinct 4-P | Ton | | | | | | |
| Precinct 4-S | Ton | | | | | | |

*Intentionally Left Blank - Continued on next page*

## Bid Item #9: Item 302, Type E, Grade 5, Ice Rock (Non-Coated Limestone Only)

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| Precinct 1 | Ton | $17.00 | $25.00 | $42.00 | 25 TONS | X | K-C LEASE SERVICE INC dba MATAGORDA CONSTRUCTION & MATERIALS |
| Precinct 2 | Ton | $17.00 | $25.00 | $42.00 | 25 TONS | X | |
| Precinct 3 | Ton | $17.00 | $25.00 | $42.00 | 25 TONS | X | |
| Precinct 4-P | Ton | $17.00 | $25.00 | $42.00 | 25 TONS | X | |
| Precinct 4-S | Ton | $17.00 | $25.00 | $42.00 | 25 TONS | X | |
| | | | | | | | |
| Precinct 1 | Ton | $26.50 | $23.50 | $50.00 | 24 TONS | | QUALITY HOT MIX, INC. NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| Precinct 2 | Ton | $26.50 | $23.50 | $50.00 | 24 TONS | | |
| Precinct 3 | Ton | $26.50 | $23.50 | $50.00 | 24 TONS | | |
| Precinct 4-P | Ton | $26.50 | $23.50 | $50.00 | 24 TONS | | |
| Precinct 4-S | Ton | $26.50 | $23.50 | $50.00 | 24 TONS | | |
| | | | | | | | |
| Precinct 1 | Ton | Did Not Meet Specifications $30.00 | Did Not Meet Specifications $24.96 | Did Not Meet Specifications $54.96 | Did Not Meet Specifications 24 | | COLORADO MATERIALS, LTD Material Source: New Braunfels, TX |
| Precinct 2 | Ton | Did Not Meet Specifications $30.00 | Did Not Meet Specifications $24.63 | Did Not Meet Specifications $54.63 | Did Not Meet Specifications 24 | | |
| Precinct 3 | Ton | Did Not Meet Specifications $30.00 | Did Not Meet Specifications $25.64 | Did Not Meet Specifications $55.64 | Did Not Meet Specifications 24 | | |
| Precinct 4-P | Ton | Did Not Meet Specifications $30.00 | Did Not Meet Specifications $28.17 | Did Not Meet Specifications $58.17 | Did Not Meet Specifications 24 | | |
| Precinct 4-S | Ton | Did Not Meet Specifications $30.00 | Did Not Meet Specifications $26.14 | Did Not Meet Specifications $56.14 | Did Not Meet Specifications 24 | | |

## Bid Item #10: ITEM 330, TYPE D (PRE-MIX LIMESTONE)

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

| Bid Item #11: ITEM 330 D, POTHOLE REPAIR, LIMESTONE ROCK ASPHALT (LRA) | | | | | | | |
|---|---|---|---|---|---|---|---|
| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
| Precinct 1 | Ton | $71.17 | $47.45 | $118.62 | 24 TONS | X | BLADES GROUP LLC |
| | $Yard^3$ | $83.98 | $55.99 | $139.97 | 22 CU YDS | X | |
| | 50 lb Bag | $14.00 | $0.00 | $14.00 | 1 PALLET - 62 BAGS | X | |
| Precinct 2 | Ton | $70.97 | $47.31 | $118.28 | 24 TONS | X | |
| | $Yard^3$ | $83.74 | $55.83 | $139.57 | 22 CU YDS | X | |
| | 50 lb Bag | $14.00 | $0.00 | $14.00 | 1 PALLET - 62 BAGS | X | |
| Precinct 3 | Ton | $72.62 | $48.41 | $121.03 | 24 TONS | X | |
| | $Yard^3$ | $85.69 | $57.13 | $142.82 | 22 CU YDS | X | |
| | 50 lb Bag | $14.00 | $0.00 | $14.00 | 1 PALLET - 62 BAGS | X | |
| Precinct 4-P | Ton | $73.13 | $48.76 | $121.89 | 24 TONS | X | |
| | $Yard^3$ | $86.30 | $57.53 | $143.83 | 22 CU YDS | X | |
| | 50 lb Bag | $14.00 | $0.00 | $14.00 | 1 PALLET - 62 BAGS | X | |
| Precinct 4-S | Ton | $71.17 | $47.45 | $118.62 | 24 TONS | X | |
| | $Yard^3$ | $83.98 | $55.99 | $139.97 | 22 CU YDS | X | |
| | 50 lb Bag | $14.00 | $0.00 | $14.00 | 1 PALLET - 62 BAGS | X | |

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## Bid Item #12: ITEM 334, TYPE D, HOT MIX COLD LAID ASPHALT CONCRETE PAVEMENT

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| Precinct 1 | Ton | $75.00 | $9.00 | $84.00 | 25 TONS | X | QUALITY HOT MIX, INC. NOTE: ALL DELIVERIES ARE IN END DUMP TRAILERS. BELLY DUMP TRAILERS CAN BE REQUESTED & PROVIDED IF AVAILABLE. |
| Precinct 2 | Ton | $75.00 | $9.00 | $84.00 | 25 TONS | X | |
| Precinct 3 | Ton | $75.00 | $9.00 | $84.00 | 25 TONS | X | |
| Precinct 4-P | Ton | $75.00 | $9.00 | $84.00 | 25 TONS | X | |
| Precinct 4-S | Ton | $75.00 | $9.00 | $84.00 | 25 TONS | X | |
| Precinct 1 | Ton | Did Not Meet Specifications $69.00 | Did Not Meet Specifications $24.96 | Did Not Meet Specifications $93.96 | Did Not Meet Specifications 24 | | COLORADO MATERIALS, LTD Material Source: New Braunfels, TX |
| Precinct 2 | Ton | Did Not Meet Specifications $69.00 | Did Not Meet Specifications $24.63 | Did Not Meet Specifications $93.63 | Did Not Meet Specifications 24 | | |
| Precinct 3 | Ton | Did Not Meet Specifications $69.00 | Did Not Meet Specifications $25.64 | Did Not Meet Specifications $94.64 | Did Not Meet Specifications 24 | | |
| Precinct 4-P | Ton | Did Not Meet Specifications $69.00 | Did Not Meet Specifications $28.17 | Did Not Meet Specifications $97.17 | Did Not Meet Specifications 24 | | |
| Precinct 4-S | Ton | Did Not Meet Specifications $69.00 | Did Not Meet Specifications $26.14 | Did Not Meet Specifications $95.14 | Did Not Meet Specifications 24 | | |
| Precinct 1 | Ton | Did Not Meet Specifications $88.00 | Did Not Meet Specifications $30.59 | Did Not Meet Specifications $118.59 | Did Not Meet Specifications 25 TONS | | WALLER COUNTY ASPHALT, INC. BID ALTERNATE ITEM: BID FOR ASPPM 9202 GRADE IV HIGH PERFORMANCE COLD MIX |
| Precinct 2 | Ton | Did Not Meet Specifications $88.00 | Did Not Meet Specifications $31.51 | Did Not Meet Specifications $119.51 | Did Not Meet Specifications 25 TONS | | |
| Precinct 3 | Ton | Did Not Meet Specifications $88.00 | Did Not Meet Specifications $27.83 | Did Not Meet Specifications $115.83 | Did Not Meet Specifications 25 TONS | | |
| Precinct 4-P | Ton | Did Not Meet Specifications $88.00 | Did Not Meet Specifications $35.19 | Did Not Meet Specifications $123.19 | Did Not Meet Specifications 25 TONS | | |
| Precinct 4-S | Ton | Did Not Meet Specifications $88.00 | Did Not Meet Specifications $34.96 | Did Not Meet Specifications $122.96 | Did Not Meet Specifications 25 TONS | | |

## Bid Item #13: ITEM 432, Riprap, Section 2.3 Stone Riprap, 12" Limestone

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | MINIMUM LOAD/ORDER | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| Precinct 1 | Ton | $26.00 | $58.00 | $84.00 | 24 TON | X | MIDTEX MATERIALS, LLC |
| Precinct 1 | Ton | $26.00 | $58.00 | $84.00 | 24 TON | X | |
| Precinct 3 | Ton | $26.00 | $58.00 | $84.00 | 24 TON | X | |
| Precinct 4-P | Ton | $26.00 | $60.00 | $86.00 | 24 TON | X | |
| Precinct 4-S | Ton | $26.00 | $58.00 | $84.00 | 24 TON | X | |

# ASPHALTS, OILS AND EMULSIONS

Item 300, Asphalts, Oils and Emulsions

**Bid Item #14: Primer Oil**

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | DEMURRAGE | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Gallon | $2.20 | $0.20 | $2.40 | $80 Per Hour After 2 Free Hours | X | **CLEVELAND ASPHALT PRODUCTS, INC.** Prices based on minimum 5000 gallon load, for smaller quantities please call 800-334-0177. Diluted material can not be returned for credit. |
| **Precinct 2** | Gallon | $2.20 | $0.20 | $2.40 | $80 Per Hour After 2 Free Hours | X | |
| **Precinct 3** | Gallon | $2.20 | $0.20 | $2.40 | $80 Per Hour After 2 Free Hours | X | |
| **Precinct 4-P** | Gallon | $2.20 | $0.20 | $2.40 | $80 Per Hour After 2 Free Hours | X | |
| **Precinct 4-S** | Gallon | $2.20 | $0.20 | $2.40 | $80 Per Hour After 2 Free Hours | X | |
| | | | | | | | |
| **Precinct 1** | Gallon | Did Not Meet Specifications $2.85 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $3.03 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | **MARTIN PRODUCTS SALES LLC dba MARTIN ASPHALT COMPANY** MC-30 5000 gallon minimum |
| **Precinct 2** | Gallon | Did Not Meet Specifications $2.85 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $3.03 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 3** | Gallon | Did Not Meet Specifications $2.85 | Did not Meet Specifications $0.16 | Did Not Meet Specifications $3.01 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-P** | Gallon | Did Not Meet Specifications $2.85 | Did Not Meet Specification $0.21 | Did Not Meet Specifications $3.06 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-S** | Gallon | Did Not Meet Specifications $2.85 | Did Not Meet Specifications $0.19 | Did Not Meet Specifications $3.04 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| | | | | | | | |
| **Precinct 1** | Gallon | Did Not Meet Specifications $2.04 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.04 | Did Not Meet Specifications $80 Per Hour After 2 Free Hours | | **P SQUARED EMULSION PLANTS LLC** P2 PRIME CONCENTRATE ** Please see attached equivalent and/or superior product information and Sole Source Affidavit. SEE ATTACHED INFOROMATION FOR ADDITIONAL CHARGES Minimum Tanker Delivery: 5,000 Gallons; Delivery over 250 miles subject to additional charges; Pump Charge (trucking charge) $80.00; Push Charge (trucking charge) $80.00 per hour; Return Loads (trucking Charge) Subject to charge from delivering freight line |
| **Precinct 2** | Gallon | Did Not Meet Specifications $2.04 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.04 | Did Not Meet Specifications $80 Per Hour After 2 Free Hours | | |
| **Precinct 3** | Gallon | Did Not Meet Specifications $2.04 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.04 | Did Not Meet Specifications $80 Per Hour After 2 Free Hours | | |
| **Precinct 4-P** | Gallon | Did Not Meet Specifications $2.04 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.04 | Did Not Meet Specifications $80 Per Hour After 2 Free Hours | | |
| **Precinct 4-S** | Gallon | Did Not Meet Specifications $2.04 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.04 | Did Not Meet Specifications $80 Per Hour After 2 Free Hours | | |

## Bid Item #15: RC-250

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | DEMURRAGE | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Gallon | $3.45 | $0.20 | $3.65 | $80.00 Per Hour After 2 Free Hours | X | **CLEVELAND ASPHALT PRODUCTS, INC.** Prices based on minimum 5000 gallon load, for smaller quantities please call 800-334-0177. Diluted material can not be returned for credit. |
| **Precinct 2** | Gallon | $3.45 | $0.20 | $3.65 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 3** | Gallon | $3.45 | $0.20 | $3.65 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 4-P** | Gallon | $3.45 | $0.20 | $3.65 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 4-S** | Gallon | $3.45 | $0.20 | $3.65 | $80.00 Per Hour After 2 Free Hours | X | |
| | | | | | | | |
| **Precinct 1** | Gallon | Did Not Meet Specifications $2.75 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $2.93 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | **MARTIN PRODUCTS SALES LLC dba MARTIN ASPHALT COMPANY** 5000 gallon minimum |
| **Precinct 2** | Gallon | Did Not Meet Specifications $2.75 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $2.93 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 3** | Gallon | Did Not Meet Specifications $2.75 | Did not Meet Specifications $0.16 | Did Not Meet Specifications $2.91 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-P** | Gallon | Did Not Meet Specifications $2.75 | Did Not Meet Specification $0.21 | Did Not Meet Specifications $2.96 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-S** | Gallon | Did Not Meet Specifications $2.75 | Did Not Meet Specifications $0.19 | Did Not Meet Specifications $2.94 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |

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## Bid Item #16: CRS-2

| LOCATION | Unit | MATERIAL | DELIVERY | TOTAL | DEMURRAGE | AWARD | BIDDER |
|---|---|---|---|---|---|---|---|
| **Precinct 1** | Gallon | $2.00 | $0.20 | $2.20 | $80.00 Per Hour After 2 Free Hours | X | **CLEVELAND ASPHALT PRODUCTS, INC.** Prices based on minimum 5000 gallon load, for smaller quantities please call 800-334-0177. Diluted material can not be returned for credit. |
| **Precinct 2** | Gallon | $2.00 | $0.20 | $2.20 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 3** | Gallon | $2.00 | $0.20 | $2.20 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 4-P** | Gallon | $2.00 | $0.20 | $2.20 | $80.00 Per Hour After 2 Free Hours | X | |
| **Precinct 4-S** | Gallon | $2.00 | $0.20 | $2.20 | $80.00 Per Hour After 2 Free Hours | | |
| **Precinct 1** | Gallon | Did Not Meet Specifications $2.00 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $2.18 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | **MARTIN PRODUCTS SALES LLC dba MARTIN ASPHALT COMPANY** 5000 gallon minimum |
| **Precinct 2** | Gallon | Did Not Meet Specifications $2.00 | Did Not Meet Specifications $0.18 | Did Not Meet Specifications $2.18 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 3** | Gallon | Did Not Meet Specifications $2.00 | Did not Meet Specifications $0.16 | Did Not Meet Specifications $2.16 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-P** | Gallon | Did Not Meet Specifications $2.00 | Did Not Meet Specification $0.21 | Did Not Meet Specifications $2.21 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 4-S** | Gallon | Did Not Meet Specifications $2.00 | Did Not Meet Specifications $0.19 | Did Not Meet Specifications $2.19 | Did Not Meet Specifications $70 Per Hour After 2 Free Hours | | |
| **Precinct 1** | Gallon | Did Not Meet Specifications $2.99 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.99 | Did Not Meet Specifications $80.00 Per Hour After 2 Free Hours | | **P SQUARED EMULSION PLANTS LLC** P2 CWE-2 ** Please see attached equivalent and/or superior product information and Sole Source Affidavit. SEE ATTACHED INFOROMATION FOR ADDITIONAL CHARGES Minimum Tanker Delivery: 5,000 Gallons; Delivery over 250 miles subject to additional charges; Pump Charge (trucking charge) $80.00; Push Charge (trucking charge) $80.00 per hour; Return Loads (trucking Charge) Subject to charge from delivering freight line |
| **Precinct 2** | Gallon | Did Not Meet Specifications $2.99 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.99 | Did Not Meet Specifications $80.00 Per Hour After 2 Free Hours | | |
| **Precinct 3** | Gallon | Did Not Meet Specifications $2.99 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.99 | Did Not Meet Specifications $80.00 Per Hour After 2 Free Hours | | |
| **Precinct 4-P** | Gallon | Did Not Meet Specifications $2.99 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.99 | Did Not Meet Specifications $80.00 Per Hour After 2 Free Hours | | |
| **Precinct 4-S** | Gallon | Did Not Meet Specifications $2.99 | Did Not Meet Specifications n/a | Did Not Meet Specifications $2.99 | Did Not Meet Specifications $80.00 Per Hour After 2 Free Hours | | |

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 2, 2022, submit a BID for **ROAD MATERIALS, Bid Number 2023.03** 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 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, 2023 and end on December 31, 2023.

**COUNTY:**

CALHOUN COUNTY

By: _____

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S Ann Street
3rd Floor, Suite 301
Port Lavaca TX 77979

**ATTEST:**

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Print Name: _____

Title: _____

**CONTRACTOR/HAULER:**

_____

By: _____

Print Name: _____

Title: _____

Address: _____

_____

_____

_____

**ATTEST:**

_____

By: _____

Print Name: _____

Title: _____

COPY

# 14

14. Consider and take necessary action to accept a $500 donation for The Port Lavaca Shrimp Fishery Historical marker from Robert E. and Margaret R Clegg. The marker will overlook the harbor where the original boats were tied. (RHM)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | David Hall, Commissioner Pct 1 |
| **SECONDER:** | Joel Behrens, Commissioner Pct 4 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

## Mae Belle Cassel

**From:** rhonda.kokena@calhouncotx.org (rhonda kokena) <rhonda.kokena@calhouncotx.org>
**Sent:** Wednesday, September 28, 2022 1:29 PM
**To:** MaeBelle.Cassel@calhouncotx.org
**Subject:** AGENDA ITEM FOR 10/03

**Importance:** High

Good Afternoon MaeBelle –

Would you be so kind as to put the following donation on the next agenda:

> To Accept and Approve a $500 donation for The Port Lavaca Shrimp Fishery Historical marker from Robert E. and Margaret R Clegg. The marker will overlook the harbor where the original boats were tied.

Thank you,

Rhonda S. Kokena
Calhoun Co Treasurer
202 S. Ann Street, Suite A
Port Lavaca, Texas 77979
361-553-4619

Calhoun County Texas

# 15

15. Consider and take necessary action to authorize the auction sale of the attached list of vehicles (4 from the Sheriff's Office fleet, 2 abandoned vehicles and 1 seized vehicle). (RHM)

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

# CALHOUN COUNTY, TEXAS
# COUNTY SHERIFF'S OFFICE

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

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

**MEMO TO:** RICHARD MEYER, COUNTY JUDGE

**SUBJECT:** VEHICLES FOR AUCTION

**DATE:** OCTOBER 3, 2022

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

**AGENDA FOR OCTOBER3, 2022**

* Consider and take necessary action for the Calhoun County Sheriff's Office to remove 4 vehicles from fleet, 2 abandoned vehicle and1 seized vehicle and send to auction. See attached list.

Sincerely,

Bobbie Vickery
Calhoun County Sheriff

Unit 20 2015 Dodge Ram PU.
VIN# 1FM5KAR4EGA09127

Unit 36 - 2003 Toyota Highlander
VIN# JTEGF21A130070744

Unit 3 2004 Gmc Envoy
VIN# 1GKDS13S842101994

Seized 1996 Gmc PU
VIN# 1GTEC14W1T2516126

Unit# 5 2014 Ford Explorer
VIN# 1FM5K8AR0EGA91125

Aban -
2007 Toyota Tun PU. (SO-22-0322)
VIN# 5TFRV64187X014450

Aban - 22-0356
2012 Dodge Car LL
VIN# 2C4RDGDG8CR110218

# 16

16. Consider and take necessary action to declare miscellaneous office supplies in the County Auditor's Office as waste and authorize disposal of same.

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

September 28, 2022

To: Judge Meyer

From: The office of the County Auditor
Peggy Hall, Assistant Auditor

Please place the following item on the Commissioners Court Agenda for October 3, 2022:

Consider and take necessary action to declare miscellaneous office supplies in the County Auditor's Office as waste and authorize disposal of same.

# 17

17. Accept Monthly Reports from the following County Offices:

i. County Treasurer – January 2022, Revised
ii. County Treasurer – February 2022, Revised
iii. County Treasurer – March 2022, Revised
iv. County Treasurer – Investment Report, quarter ending March 31, 2022, Revised
v. County Treasurer – April 2022
vi. Extension Service
    1. Coastal and Marine
    2. 4-H and Youth Development
    3. Family and Community Health
    4. Travel Report
vii. Tax Assessor-Collector – August 2022

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

| COUNTY TREASURER'S REPORT | | | MONTH OF: | REVISED JANUARY 2022 |
|---|---|---|---|---|
| *FUND* | *BEGINNING FUND BALANCE* | *RECEIPTS* | *DISBURSEMENTS* | *FUND BALANCE* |
| **OPERATING FUNDS:** | | | | |
| GENERAL | $ 22,834,272.23 | $ 14,939,008.02 | $ 3,182,640.09 | $ 34,590,640.16 |
| AIRPORT MAINTENANCE | $ 62,732.32 | 30,020.81 | 5,849.96 | 86,903.17 |
| APPELLATE JUDICIAL SYSTEM | 222.78 | 85.07 | - | 307.85 |
| COASTAL PROTECTION FUND | $ 2,217,390.75 | 735.55 | - | 2,218,126.30 |
| COUNTY AND DIST COURT TECH FUND | $ 8,122.51 | 73.83 | - | 8,196.34 |
| COUNTY CHILD ABUSE PREVENTION FUND | $ 735.17 | 0.32 | - | 735.49 |
| COUNTY CHILD WELFARE BOARD FUND | $ 1,028.73 | 18.34 | - | 1,047.07 |
| COUNTY JURY FUND | $ 524.90 | 30.31 | - | 555.21 |
| COURTHOUSE SECURITY | $ 273,532.81 | 1,582.54 | - | 275,115.35 |
| COURT INITIATED GUARDIANSHIP FUND | $ 13,187.94 | 104.37 | - | 13,292.31 |
| DIST CLK RECORD PRESERVATION FUND | $ 40,629.70 | 236.15 | - | 40,865.85 |
| COURT REPORTERS SERVICE FUND | $ 575.99 | 36.57 | - | 612.56 |
| CO CLK RECORDS ARCHIVE FUND | $ 325,710.40 | 4,778.04 | - | 330,488.44 |
| COUNTY SPECIALTY COURT FUND | $ 4,677.39 | 360.39 | - | 5,037.78 |
| DONATIONS | $ 114,306.10 | 3,534.34 | 400.71 | 117,439.73 |
| DRUG/DWI COURT PROGRAM FUND-LOCAL | $ 26,156.04 | 25.71 | - | 26,181.75 |
| JUVENILE CASE MANAGER FUND | $ 16,972.51 | 103.62 | 442.32 | 16,633.81 |
| FAMILY PROTECTION FUND | $ 14,431.46 | 49.79 | - | 14,481.25 |
| JUVENILE DELINQUENCY PREVENTION FUND | $ 9,264.24 | 3.07 | - | 9,267.31 |
| GRANTS | $ 468,989.91 | 8.52 | 68,253.09 | 400,745.34 |
| JUSTICE COURT TECHNOLOGY | $ 89,722.23 | 658.53 | 622.79 | 89,757.97 |
| JUSTICE COURT BUILDING SECURITY FUND | $ 6,790.06 | 25.81 | 212.50 | 6,603.37 |
| LATERAL ROAD PRECINCT #1 | $ 4,338.62 | 1.44 | - | 4,340.06 |
| LATERAL ROAD PRECINCT #2 | $ 4,338.62 | 1.44 | - | 4,340.06 |
| LATERAL ROAD PRECINCT #3 | $ 4,338.62 | 1.44 | - | 4,340.06 |
| LATERAL ROAD PRECINCT #4 | $ 4,338.62 | 1.44 | - | 4,340.06 |
| JUROR DONATIONS - HUMAN SOCIETY | $ 996.18 | 28.00 | - | 1,024.18 |
| JUROR DONATIONS - VETERANS SERVICE OFFICE | $ 112.00 | 40.00 | - | 152.00 |
| PRETRIAL SERVICES FUND | $ 85,962.27 | 678.52 | - | 86,640.79 |
| LOCAL TRUANCY PREVENTION/DIVERSION FUND | $ 14,968.51 | 673.15 | - | 15,641.66 |
| LAW LIBRARY | $ 212,694.90 | 560.55 | 194.00 | 213,061.45 |
| LAW ENF OFFICERS STD. EDUC. (LEOSE) | $ 29,442.65 | 9.77 | - | 29,452.42 |
| POC COMMUNITY CENTER | $ 15,380.53 | 16,405.10 | 2,456.28 | 29,329.35 |
| RECORDS MANAGEMENT-DISTRICT CLERK | $ 10,000.11 | 151.25 | 5,667.90 | 4,483.46 |
| RECORDS MANAGEMENT-COUNTY CLERK | $ 218,545.75 | 4,792.94 | 1.71 | 223,336.98 |
| RECORDS MGMT & PRESERVATION | $ 39,497.82 | 521.24 | - | 40,019.06 |
| ROAD & BRIDGE GENERAL | $ 1,748,389.70 | 106,228.09 | 600,000.00 | 1,254,617.79 |
| 6MILE PIER/BOAT RAMP INSUR/MAINT | $ 34,638.28 | 11.49 | 272.15 | 34,377.62 |
| CAPITAL PROJ - BOGGY BAYOU NATURE PARK | $ 198,733.80 | - | - | 198,733.80 |
| CAPITAL PROJ AMERICAN RESCUE PLAN ACT | $ 1,905,655.56 | - | - | 1,905,655.56 |
| CAPITAL PROJ - KING FISHER BEACH PARK | $ 60,000.00 | - | - | 60,000.00 |
| CAPITAL PROJ - CDBG DR INFRASTRUCTURE | $ 32,487.75 | - | 10,441.80 | 22,045.95 |
| CAPITAL PROJ CHOCOLATE BAYOU BOAT RAMP | $ 233,025.01 | - | - | 233,025.01 |
| CAPITAL PROJ - ELECTION MACHINES | $ 0.21 | - | - | 0.21 |
| CAPITAL PROJ -RB INFRASTRUCTURE | $ 569,951.35 | - | 1,801.76 | 568,149.59 |
| CAPITAL PROJ ENERGY TRZ #1 | $ 156,588.49 | - | - | 156,588.49 |
| CAPITAL PROJ AIRPORT RUNWAY IMPROVEMENTS | $ 14,972.13 | - | - | 14,972.13 |
| CAPITAL PROJ MAGNOLIA BEACH EROSION CONT | $ 175,000.00 | - | - | 175,000.00 |
| CAPITAL PROJ EVENT CENTER | $ 125,927.09 | - | - | 125,927.09 |
| CAPITAL PROJ FIRE TRUCKS & SAFETY EQUIP | $ 6,448.68 | - | - | 6,448.68 |
| CAPITAL PROJ - GREEN LAKE PARK | $ 7,160.74 | - | - | 7,160.74 |
| CAPITAL PROJ HATERIUS PARK/BOAT RAMP | $ 13,245.49 | - | - | 13,245.49 |
| CAPITAL PROJ PORT ALTO PUBLIC BEACH | $ 1,484.78 | - | - | 1,484.78 |
| CAPITAL PROJ HURRICANE HARVEY FEMA | $ 54,914.68 | - | - | 54,914.68 |
| CAPITAL PROJ IMPROVEMENTS PROJECTS | $ 344,369.10 | - | - | 344,369.10 |
| CAPITAL PROJ HOSPITAL IMPROVEMENTS | $ 2,759,056.41 | - | - | 2,759,056.41 |
| CAPITAL PROJ -MMC LOANS | $ 4,000,000.00 | - | - | 4,000,000.00 |
| ARREST FEES | $ 873.29 | 260.93 | - | 1,134.22 |
| BAIL BOND FEES (HB 1940) | $ 1,410.00 | 1,170.00 | - | 2,580.00 |
| CONSOLIDATED COURT COSTS (NEW) | $ 4,706.31 | 1,194.45 | - | 5,900.76 |
| CONSOLIDATED COURT COSTS 2020 | $ 25,857.59 | 11,145.46 | - | 37,003.05 |
| DNA TESTING FUND | $ 284.93 | 0.64 | - | 285.57 |
| DRUG COURT PROGRAM FUND - STATE | $ 162.63 | 17.03 | 143.46 | 36.20 |
| **SUBTOTALS** | $ 39,650,275.37 | $ 15,125,374.07 | $ 3,879,400.52 | $ 50,896,248.92 |

| COUNTY TREASURER'S REPORT | | | MONTH OF: | REVISED JANUARY 2022 |
|---|---|---|---|---|
| *FUND* | *BEGINNING FUND BALANCE* | *RECEIPTS* | *DISBURSEMENTS* | *ENDING FUND BALANCE* |
| **OPERATING FUNDS - BALANCE FORWARD** | $ 39,650,275.37 | $ 15,125,374.07 | $ 3,879,400.52 | $ 50,896,248.92 |
| ELECTION SERVICES CONTRACT | 82,713.32 | 27.34 | - | 82,740.66 |
| ELECTRONIC FILING FEE FUND | 2,729.18 | 915.05 | 3,644.23 | 0.00 |
| EMS TRAUMA FUND | 1,652.59 | 840.72 | - | 2,493.31 |
| FINES AND COURT COSTS HOLDING FUND | 7,847.31 | - | - | 7,847.31 |
| INDIGENT CIVIL LEGAL SERVICE | 611.30 | 206.00 | 704.90 | 112.40 |
| JUDICIAL FUND (ST. COURT COSTS) | 31.31 | 2.64 | - | 33.95 |
| JUDICIAL & COURT PERSONNEL TRAINING FUND | 488.30 | 140.00 | 608.81 | 19.49 |
| JUDICIAL SALARIES FUND | 3,431.09 | 987.57 | 3,691.00 | 727.66 |
| JUROR DONATION-TX CRIME VICTIMS FUND | 360.00 | 8.00 | - | 368.00 |
| JUVENILE PROBATION RESTITUTION | 62.57 | - | - | 62.57 |
| LIBRARY GIFT AND MEMORIAL | 40,630.53 | 53.39 | - | 40,683.92 |
| MISCELLANEOUS CLEARING | 9,710.16 | 5,969.29 | 5,242.67 | 10,436.78 |
| REFUNDABLE DEPOSITS | 2,000.00 | - | - | 2,000.00 |
| STATE CIVIL FEE FUND | 4,395.16 | 1,314.06 | 5,544.19 | 165.03 |
| CIVIL JUSTICE DATA REPOSITORY FUND | 4.45 | 1.49 | - | 5.94 |
| JURY REIMBURSEMENT FEE | 381.79 | 101.68 | - | 483.47 |
| SUBTITLE C FUND | 9,703.14 | 4,080.23 | - | 13,783.37 |
| SUPP OF CRIM INDIGENT DEFENSE | 198.76 | 70.86 | - | 269.62 |
| TIME PAYMENTS | 757.51 | 234.05 | - | 991.56 |
| TRAFFIC LAW FAILURE TO APPEAR | 1,073.73 | 246.14 | - | 1,319.87 |
| UNCLAIMED PROPERTY | 12,774.39 | 0.34 | - | 12,774.73 |
| TRUANCY PREVENTION AND DIVERSION FUND | 265.32 | 45.11 | - | 310.43 |
| BOOT CAMP/JJAEP | 147.43 | - | - | 147.43 |
| JUVENILE PROBATION | 195,963.38 | 336,282.64 | 53,649.62 | 478,596.40 |
| SUBTOTALS | $ 40,028,208.09 | $ 15,476,900.67 | $ 3,952,485.94 | $ 51,552,622.82 |
| TAXES IN ESCROW | 11,931,154.29 | 0.00 | 11,931,154.29 | 0.00 |
| **TOTAL OPERATING FUNDS** | **$ 51,959,362.38** | **$ 15,476,900.67** | **$ 15,883,640.23** | **$ 51,552,622.82** |
| | | | | |
| **OTHER FUNDS** | | | | |
| D A FORFEITED PROPERTY FUND | 13,057.78 | 1.67 | 200.00 | 12,859.45 |
| SHERIFF NARCOTIC FORFEITURES | 15,792.83 | 612.05 | 397.98 | 16,006.90 |
| CERT OF OB-CRTHSE REF SERIES 2010 | 324,502.12 | 46,888.82 | | 371,390.94 |
| CERT OF OB-CRTHOUSE I&S SERIES 2012 | 423,564.90 | 60,638.81 | | 484,203.71 |
| CAL. CO. FEES & FINES | 171,688.88 | 97,604.37 | 158,635.02 | 110,658.23 |
| **TOTAL OTHER CO. FUNDS** | **$ 948,606.51** | **$ 205,745.72** | **$ 159,233.00** | **$ 995,119.23** |
| | | | | |
| **MEMORIAL MEDICAL CENTER** | | | | |
| OPERATING | 4,151,730.41 | 4,891,021.52 | 3,648,830.18 | $ 5,393,921.75 |
| MONEY MARKET | 1,109,331.22 | 235.54 | - | $ 1,109,566.76 |
| INDIGENT HEALTHCARE | 5,019.13 | 36,154.61 | - | 41,173.74 |
| PRIVATE WAIVER CLEARING FUND | 431.56 | 0.05 | - | 431.61 |
| CLINIC CONSTRUCTION SERIES 2014 | 536.06 | 0.07 | - | 536.13 |
| NH ASHFORD | 18,285.58 | 436,908.72 | 287,233.78 | 167,960.52 |
| NH BROADMOOR | 85,855.25 | 343,748.56 | 326,619.58 | 102,984.23 |
| NH CRESCENT | 74,046.46 | 361,170.32 | 355,722.39 | 79,494.39 |
| NH FORT BEND | 10,164.49 | 226,091.90 | 151,130.90 | 85,125.49 |
| NH SOLERA | 84,121.34 | 478,835.25 | 417,338.19 | 145,618.40 |
| NH GOLDEN CREEK | 139,278.35 | 182,717.83 | 257,413.61 | 64,582.57 |
| NH SOLERA DACA | 0.00 | | | 0.00 |
| NH ASHFORD DACA | 0.00 | | | 0.00 |
| NH BROADMOOR DACA | 0.00 | | | 0.00 |
| NH GULF POINTE - PRIVATE PAY | 37,070.00 | 43,336.63 | 69,432.93 | 10,973.70 |
| NH GULF POINT PLAZA MEDICARE / MEDICAID | 24,239.31 | 162,153.43 | 111,307.11 | 75,085.63 |
| NH BETHANY SENIOR LIVING | 207,312.81 | 598,398.68 | 563,758.40 | 241,953.09 |
| NH TUSCANY LIVING | 105,631.82 | 427,024.70 | 327,416.20 | 205,240.32 |
| **TOTAL MEMORIAL MEDICAL CENTER FUNDS** | **$ 6,053,053.79** | $ 8,187,797.81 | $ 6,516,203.27 | **$ 7,724,648.33** |
| | | | | |
| **DRAINAGE DISTRICTS** | | | | |
| NO. 6 | 32,419.76 | 620.11 | | $ 33,039.87 |
| NO. 8 | 140,926.59 | 6,185.56 | | 147,112.15 |
| NO. 10-MAINTENANCE | 214,166.59 | 3,318.97 | 8,260.00 | 209,225.56 |
| NO. 11-MAINTENANCE/OPERATING | 189,934.34 | 30,498.84 | 761.18 | 219,672.00 |
| NO. 11-RESERVE | 225,633.39 | 28.75 | | 225,662.14 |
| **TOTAL DRAINAGE DISTRICT FUNDS** | **$ 803,080.67** | $ 40,652.23 | $ 9,021.18 | **$ 834,711.72** |
| | | | | |
| **CALHOUN COUNTY WCID #1** | | | | |
| OPERATING ACCOUNT | $ 185,733.61 | 640.27 | 9,970.03 | $ 176,403.85 |
| PAYROLL TAX | $ 795.21 | | 166.28 | $ 628.93 |
| **TOTAL WCID FUNDS** | **$ 186,528.82** | **640.27** | **10,136.31** | **$ 177,032.78** |
| **CALHOUN COUNTY PORT AUTHORITY** | | | | |
| MAINTENANCE AND OPERATING | **$ 63,065.72** | $ 1,171.38 | | $ 64,237.10 |
| | | | | |
| **CALHOUN COUNTY** | | | | |
| FROST BANK | **$ 2,005.87** | | $ 5.00 | $ 2,000.87 |
| | | | | |
| **TOTAL MMC, DR. DIST., NAV. DIST, WCID & FROST** | **$ 7,107,734.87** | **$ 8,230,261.69** | **$ 6,535,365.76** | **$ 8,802,630.80** |
| **TOTAL ALL FUNDS** | **$ 60,015,703.76** | **$ 23,912,908.08** | **$ 22,578,238.99** | **$ 61,350,372.85** |

| COUNTY TREASURER'S REPORT | | | MONTH OF: | REVISED JANUARY 2022 |
|---|---|---|---|---|
| | BANK RECONCILIATION | | | |
| *FUND* | *FUND BALANCE* | *LESS: CERT.OF DEP/ OUTSTNDG DEP/ OTHER ITEMS* | *PLUS: CHECKS OUTSTANDING* | *BANK BALANCE* |
| **OPERATING *** | $ 51,552,622.82 | 15,007,712.06 | 369,470.64 | $ 36,914,381.40 |
| **OTHER** | | | | |
| D A FORFEITED PROPERTY FUND | 12,859.45 | - | - | 12,859.45 |
| SHERIFF NARCOTIC FORFEITURES | 16,006.90 | - | 55.00 | 16,061.90 |
| CERT OF OB-CRTHSE REF SERIES 2010 | 371,390.94 | - | - | 371,390.94 |
| CERT OF OB-CRTHOUSE I&S SERIES 2012 | 484,203.71 | - | - | 484,203.71 |
| CAL. CO FEES & FINES | 110,658.23 | 33,052.80 | 16,438.99 | 94,044.42 |
| **MEMORIAL MEDICAL CENTER** | | | | |
| OPERATING ‡ | 5,393,921.75 | - | 1,029,784.53 | 6,423,706.28 |
| MONEY MARKET | 1,109,566.76 | - | - | 1,109,566.76 |
| INDIGENT HEALTHCARE | 41,173.74 | 36,103.95 | 351.59 | 5,421.38 |
| PRIVATE WAIVER CLEARING FUND | 431.61 | - | - | 431.61 |
| CLINIC CONSTRUCTION SERIES 2014 | 536.13 | - | - | 536.13 |
| NH ASHFORD | 167,960.52 | - | - | 167,960.52 |
| NH BROADMOOR | 102,984.23 | - | - | 102,984.23 |
| NH CRESCENT | 79,494.39 | - | - | 79,494.39 |
| NH FORT BEND | 85,125.49 | - | - | 85,125.49 |
| NH SOLERA | 145,618.40 | - | - | 145,618.40 |
| NH GOLDEN CREEK | 64,582.57 | - | - | 64,582.57 |
| NH SOLERA DACA | 0.00 | - | - | 0.00 |
| NH ASHFORD DACA | 0.00 | - | - | 0.00 |
| NH BROADMOOR DACA | 0.00 | - | - | 0.00 |
| NH GULF POINT PRIVATE PAY | 10,973.70 | - | - | 10,973.70 |
| NH GULF POINTE PLAZA MEDICARE / MEDICAID | 75,085.63 | - | - | 75,085.63 |
| NH BETHANY SENIOR LIVING | 241,953.09 | - | - | 241,953.09 |
| NH TUSCANY VILLAGE | 205,240.32 | - | - | 205,240.32 |
| **DRAINAGE DISTRICT:** | | | | |
| NO. 6 | 33,039.87 | - | - | 33,039.87 |
| NO. 8 | 147,112.15 | - | - | 147,112.15 |
| NO. 10 MAINTENANCE | 209,225.56 | - | - | 209,225.56 |
| NO. 11 MAINTENANCE/OPERATING | 219,672.00 | - | - | 219,672.00 |
| NO. 11 RESERVE | 225,662.14 | - | - | 225,662.14 |
| **CALHOUN COUNTY WCID #1 ****** | | | | |
| OPERATING ACCOUNT | 176,403.85 | - | - | 176,403.85 |
| PAYROLL TAX | 628.93 | - | - | 628.93 |
| **CALHOUN COUNTY PORT AUTHORITY ****** | | | | |
| MAINTENANCE/OPERATING | 64,237.10 | - | - | 64,237.10 |
| **CALHOUN COUNTY ****** | | | | |
| FROST BANK | 2,000.87 | - | - | 2,000.87 |
| TOTALS | $ 61,350,372.85 | $ 15,076,868.81 | $ 1,416,100.75 | $ 47,689,604.79 |

**** THE DEPOSITORY FOR CALHOUN COUNTY WCID IS INTERNATIONAL BANK OF COMMERCE - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN CO. NAVIGATION DISTRICT IS FIRST NATIONAL BANK - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN COUNTY FROST IS FROST BANK - AUSTIN, TEXAS

**** EASTWEST BANK CDs - OPERATING FUND $15,002,422.11

**THE DEPOSITORY FOR ALL OTHER COUNTY FUNDS IS PROSPERITY BANK, PORT LAVACA**

Court costs and fees collected and reported may not be current and up-to-date due to non-compliance by other county offices. I hereby certify that the current balances are correct to all monies that have been received by the County Treasurer as of the date of this report.

Rhonda S. Kokena

RHONDA S. KOKENA
COUNTY TREASURER

10-3-2022

# CALHOUN COUNTY, TEXAS

## COUNTY TREASURER'S REPORT

MONTH OF: REVISED FEBRUARY 2022

| FUND | BEGINNING FUND BALANCE | RECEIPTS | DISBURSEMENTS | ENDING FUND BALANCE |
|---|---|---|---|---|
| OPERATING FUNDS: | | | | |
| GENERAL | $ 34,590,640.16 | $ 7,870,283.29 | $ 3,379,513.70 | $ 39,081,409.75 |
| AIRPORT MAINTENANCE | 86,903.17 | 115.15 | 15,342.46 | 71,675.86 |
| APPELLATE JUDICIAL SYSTEM | 307.85 | 130.05 | 222.37 | 215.53 |
| COURT FACILITY FEE FUND | - | 480.00 | - | 480.00 |
| COASTAL PROTECTION FUND | 2,218,126.30 | 386.80 | 221,588.00 | 1,996,925.10 |
| COUNTY AND DIST COURT TECH FUND | 8,196.34 | 67.22 | - | 8,263.56 |
| COUNTY CHILD ABUSE PREVENTION FUND | 735.49 | 0.21 | - | 735.70 |
| COUNTY CHILD WELFARE BOARD FUND | 1,047.07 | 0.18 | - | 1,047.25 |
| COUNTY JURY FUND | 555.21 | 136.39 | - | 691.60 |
| COURTHOUSE SECURITY | 275,115.35 | 1,783.63 | - | 276,898.98 |
| COURT INITIATED GUARDIANSHIP FUND | 13,292.31 | 92.32 | - | 13,384.63 |
| DIST CLK RECORD PRESERVATION FUND | 40,865.85 | 117.13 | - | 40,982.98 |
| COURT REPORTERS SERVICE FUND | 612.56 | 36.89 | - | 649.45 |
| CO CLK RECORDS ARCHIVE FUND | 330,488.44 | 4,087.63 | - | 334,576.07 |
| COUNTY SPECIALTY COURT FUND | 5,037.78 | 317.98 | - | 5,355.76 |
| COUINTY DISPUTE RESOLUTION FUND | - | 454.26 | - | 454.26 |
| DONATIONS | 117,439.73 | 1,706.90 | 118.14 | 119,028.49 |
| DRUG/DWI COURT PROGRAM FUND-LOCAL | 26,181.75 | 40.00 | - | 26,221.75 |
| JUVENILE CASE MANAGER FUND | 16,633.81 | 198.80 | 354.62 | 16,477.99 |
| FAMILY PROTECTION FUND | 14,481.25 | 2.53 | - | 14,483.78 |
| JUVENILE DELINQUENCY PREVENTION FUND | 9,267.31 | 1.62 | - | 9,268.93 |
| GRANTS | 400,745.34 | 33,976.26 | 10,886.77 | 423,834.83 |
| JUSTICE COURT TECHNOLOGY | 89,757.97 | 547.63 | - | 90,305.60 |
| JUSTICE COURT BUILDING SECURITY FUND | 6,603.37 | 22.70 | - | 6,626.07 |
| LATERAL ROAD PRECINCT #1 | 4,340.06 | 0.76 | - | 4,340.82 |
| LATERAL ROAD PRECINCT #2 | 4,340.06 | 0.76 | - | 4,340.82 |
| LATERAL ROAD PRECINCT #3 | 4,340.06 | 0.76 | - | 4,340.82 |
| LATERAL ROAD PRECINCT #4 | 4,340.06 | 0.76 | - | 4,340.82 |
| LANGUAGE ACCESS FUND | - | 128.56 | - | 128.56 |
| JUROR DONATIONS - HUMANE SOCIETY | 1,024.18 | 40.00 | - | 1,064.18 |
| JUROR DONATIONS - VETERANS SERVICES | 152.00 | 40.15 | - | 192.15 |
| JUSTICE COURT SUPPORT FUND | - | 471.30 | - | 471.30 |
| PRETRIAL SERVICES FUND | 86,640.79 | 15.11 | - | 86,655.90 |
| LOCAL TRUANCY PREVENTION/DIVERSION FUND | 15,641.66 | 559.95 | - | 16,201.61 |
| LAW LIBRARY | 213,061.45 | 947.15 | 1,149.15 | 212,859.45 |
| LAW ENF OFFICERS STD. EDUC. (LEOSE) | 29,452.42 | 5.14 | - | 29,457.56 |
| POC COMMUNITY CENTER | 29,329.35 | 205.11 | 1,096.61 | 28,437.85 |
| RECORDS MANAGEMENT-DISTRICT CLERK | 4,483.46 | 111.57 | 2,750.00 | 1,845.03 |
| RECORDS MANAGEMENT-COUNTY CLERK | 223,336.98 | 4,131.45 | 3,513.00 | 223,955.43 |
| RECORDS MGMT & PRESERVATION | 40,019.06 | 1,125.01 | - | 41,144.07 |
| ROAD & BRIDGE GENERAL | 1,254,617.79 | 98,543.87 | - | 1,353,161.66 |
| 6MILE PIER/BOAT RAMP INSUR/MAINT | 34,377.62 | 5.99 | - | 34,383.61 |
| CAPITAL PROJ - BOGGY BAYOU NATURE PARK | 198,733.80 | - | - | 198,733.80 |
| CAPITAL PROJ AMERICAN RESCUE PLAN ACT OF 202 | 1,905,655.56 | - | 1,688,452.53 | 217,203.03 |
| CAP PROJ - MAGNOLIA/INDIANOLA BEACH PAVILION | - | 316,010.00 | - | 316,010.00 |
| CAPITAL PROJ KING FISHER PARK | 60,000.00 | - | - | 60,000.00 |
| CAPITAL PROJ - CDBG DR INFRASTRUCTURE | 22,045.95 | 91,624.38 | 50,558.72 | 63,111.61 |
| CAPITAL PROJ CHOCOLATE BAYOU BOAT RAMP | 233,025.01 | - | 200.00 | 232,825.01 |
| CAPITAL PROJ - ELECTION MACHINES | 0.21 | - | - | 0.21 |
| CAPITAL PROJ -RB INFRASTRUCTURE | 568,149.59 | - | - | 568,149.59 |
| CAPITAL PROJ ENERGY TRZ #1 | 156,588.49 | - | - | 156,588.49 |
| CAPITAL PROJ AIRPORT RUNWAY IMPROVEMENTS | 14,972.13 | - | - | 14,972.13 |
| CAPITAL PROJ MAGNOLIA BEACH EROSION CONT | 175,000.00 | - | - | 175,000.00 |
| CAPITAL PROJ EVENT CENTER | 125,927.09 | - | - | 125,927.09 |
| CAPITAL PROJ FIRE TRUCKS & SAFETY EQUIP | 6,448.68 | - | - | 6,448.68 |
| CAPITAL PROJ - GREEN LAKE PARK | 7,160.74 | 19,457.50 | 19,457.50 | 7,160.74 |
| CAPITAL PROJ HATERIUS PARK/BOAT RAMP | 13,245.49 | - | - | 13,245.49 |
| CAPITAL PROJ PORT ALTO PUBLIC BEACH | 1,484.78 | - | - | 1,484.78 |
| CAPITAL PROJ HURRICANE HARVEY FEMA | 54,914.68 | - | - | 54,914.68 |
| CAPITAL PROJ IMPROVEMENTS PROJECTS | 344,369.10 | - | - | 344,369.10 |
| CAPITAL PROJ HOSPITAL IMPROVEMENTS | 2,759,056.41 | - | 268,203.75 | 2,490,852.66 |
| CAPITAL PROJ -MMC LOANS | 4,000,000.00 | - | - | 4,000,000.00 |
| ARREST FEES | 1,134.22 | 164.35 | 659.74 | 638.83 |
| BAIL BOND FEES (HB 1940) | 2,580.00 | 255.00 | 2,550.00 | 285.00 |
| CONSOLIDATED COURT COSTS (NEW) | 5,900.76 | 1,308.14 | 5,870.75 | 1,338.15 |
| CONSOLIDATED COURT COSTS 2020 | 37,003.05 | 9,580.40 | 37,002.85 | 9,580.60 |
| DNA TESTING FUND | 285.57 | 0.41 | 35.57 | 250.41 |
| DRUG COURT PROGRAM FUND - STATE | 36.20 | 35.43 | 35.88 | 35.75 |
| SUBTOTALS | $ 50,896,248.92 | $ 8,459,754.58 | $ 5,709,562.11 | $ 53,646,441.39 |

# COUNTY TREASURER'S REPORT

MONTH OF: REVISED FEBRUARY 2022

| FUND | BEGINNING FUND BALANCE | RECEIPTS | DISBURSEMENTS | ENDING FUND BALANCE |
|---|---|---|---|---|
| **OPERATING FUNDS - BALANCE FORWARD** | $ 50,896,248.92 | $ 8,459,754.58 | $ 5,709,562.11 | $ 53,646,441.39 |
| ELECTION SERVICES CONTRACT | 82,740.66 | 14.37 | - | 82,755.03 |
| ELECTRONIC FILING FEE FUND | 0.00 | 326.55 | - | 326.55 |
| EMS TRAUMA FUND | 2,493.31 | 731.23 | 2,366.75 | 857.79 |
| FINES AND COURT COSTS HOLDING FUND | 7,847.31 | - | - | 7,847.31 |
| INDIGENT CIVIL LEGAL SERVICE | 112.40 | - | 37.10 | 75.30 |
| JUDICIAL FUND (ST. COURT COSTS) | 33.95 | 15.00 | 33.95 | 15.00 |
| JUDICIAL & COURT PERSONNEL TRAINING FUND | 19.49 | 45.00 | - | 64.49 |
| JUDICIAL SALARIES FUND | 727.66 | 604.47 | 721.16 | 610.97 |
| JUROR DONATION-TX CRIME VICTIMS FUND | 368.00 | - | - | 368.00 |
| JUVENILE PROBATION RESTITUTION | 62.57 | - | - | 62.57 |
| LIBRARY GIFT AND MEMORIAL | 40,683.92 | 7.09 | - | 40,691.01 |
| MISCELLANEOUS CLEARING | 10,436.78 | 239,644.23 | 239,076.77 | 11,004.24 |
| REFUNDABLE DEPOSITS | 2,000.00 | - | - | 2,000.00 |
| STATE CIVIL FEE FUND | 165.03 | 660.20 | 136.03 | 689.20 |
| CIVIL JUSTICE DATA REPOSITORY FUND | 5.94 | 0.91 | 6.03 | 0.82 |
| JURY REIMBURSEMENT FEE | 483.47 | 91.17 | 483.98 | 90.66 |
| STATE CONSOLIDATED CIVIL FEE FUND | 0.00 | 3,077.88 | - | 3,077.88 |
| SUBTITLE C FUND | 13,783.37 | 3,332.03 | 13,643.04 | 3,472.36 |
| SUPP OF CRIM INDIGENT DEFENSE | 269.62 | 65.60 | 267.78 | 67.44 |
| TIME PAYMENTS | 991.56 | 214.23 | 1,085.51 | 120.28 |
| TRAFFIC LAW FAILURE TO APPEAR | 1,319.87 | 329.02 | 1,355.91 | 292.98 |
| UNCLAIMED PROPERTY | 12,774.73 | 11.18 | - | 12,785.91 |
| TRUANCY PREVENTION AND DIVERSION FUND | 310.43 | 36.28 | 197.40 | 149.31 |
| BOOT CAMP/JJAEP | 147.43 | - | - | 147.43 |
| JUVENILE PROBATION | 478,596.40 | 10,383.34 | 41,789.96 | 447,189.78 |
| SUBTOTALS | $ 51,552,622.82 | $ 8,719,344.36 | $ 6,010,763.48 | $ 54,261,203.70 |
| TAXES IN ESCROW | 0.00 | | 0.00 | 0.00 |
| **TOTAL OPERATING FUNDS** | **$ 51,552,622.82** | **$ 8,719,344.36** | **$ 6,010,763.48** | **$ 54,261,203.70** |
| **OTHER FUNDS** | | | | |
| D A FORFEITED PROPERTY FUND | 12,859.45 | 8,482.23 | - | 21,341.68 |
| SHERIFF NARCOTIC FORFEITURES | 16,006.90 | 17,474.86 | 1,578.19 | 31,903.57 |
| CERT OF OB-CRTHSE REF SERIES 2010 | 371,390.94 | 147,152.63 | 28,700.00 | 489,843.57 |
| CERT OF OB-CRTHOUSE I&S SERIES 2012 | 484,203.71 | 190,257.22 | 11,475.00 | 662,985.93 |
| CAL. CO. FEES & FINES | 110,658.23 | 154,226.95 | 157,835.43 | 107,049.75 |
| **TOTAL OTHER CO. FUNDS** | **$ 995,119.23** | **$ 517,593.89** | **$ 199,588.62** | **$ 1,313,124.50** |
| **MEMORIAL MEDICAL CENTER** | | | | |
| OPERATING | 5,393,921.75 | 4,263,067.73 | 3,484,890.03 | $ 6,172,099.45 |
| MONEY MARKET | 1,109,566.76 | 212.79 | - | $ 1,109,779.55 |
| INDIGENT HEALTHCARE | 41,173.74 | 10,164.50 | 36,154.67 | 15,183.57 |
| PRIVATE WAIVER CLEARING FUND | 431.61 | 0.05 | - | 431.66 |
| CLINIC CONSTRUCTION SERIES 2014 | 536.13 | 0.06 | - | 536.19 |
| NH ASFORD | 167,960.52 | 576,343.49 | 357,745.93 | 386,558.08 |
| NH BROADMOOR | 102,984.23 | 379,345.64 | 225,781.58 | 256,548.29 |
| NH CRESCENT | 79,494.39 | 303,804.60 | 167,719.80 | 215,579.19 |
| NH FORT BEND | 85,125.49 | 179,480.55 | 148,198.60 | 116,407.44 |
| NH SOLERA | 145,618.40 | 560,268.46 | 319,585.38 | 386,301.48 |
| NH GOLDEN CREEK | 64,582.57 | 463,559.28 | 208,872.66 | 319,269.19 |
| NH SOLERA DACA | 0.00 | - | - | 0.00 |
| NH ASHFORD DACA | 0.00 | - | - | 0.00 |
| NH BROADMOOR DACA | 0.00 | - | - | 0.00 |
| NH GULF POINTE - PRIVATE PAY | 10,973.70 | 101,671.62 | 44,307.18 | 68,338.14 |
| NH GULF POINT PLAZA MEDICARE / MEDICAID | 75,085.63 | 402,339.76 | 224,802.84 | 252,622.55 |
| NH BETHANY SENIOR LIVING | 241,953.09 | 851,513.94 | 745,223.26 | 348,243.77 |
| NH TUSCANY VILLAGE | 205,240.32 | 429,342.15 | 380,072.63 | 254,509.84 |
| **TOTAL MEMORIAL MEDICAL CENTER FUNDS** | **$ 7,724,648.33** | **$ 8,521,114.62** | **$ 6,343,354.56** | **$ 9,902,408.39** |
| **DRAINAGE DISTRICTS** | | | | |
| NO. 6 | 33,039.87 | $ 335.22 | $ 94.50 | $ 33,280.59 |
| NO. 8 | 147,112.15 | 4,355.07 | 100.62 | 151,366.60 |
| NO. 10-MAINTENANCE | 209,225.56 | 8,683.60 | 2,121.37 | 215,787.79 |
| NO. 11-MAINTENANCE/OPERATING | 219,672.00 | 56,539.41 | 32,288.40 | 243,923.01 |
| NO. 11-RESERVE | 225,662.14 | 25.97 | - | 225,688.11 |
| **TOTAL DRAINAGE DISTRICT FUNDS** | **$ 834,711.72** | **$ 69,939.27** | **$ 34,604.89** | **$ 870,046.10** |
| **CALHOUN COUNTY WCID #1** | | | | |
| OPERATING ACCOUNT | $ 176,403.85 | 240,584.91 | 40.52 | $ 416,948.24 |
| PAYROLL TAX | $ 628.93 | 0.00 | 0.00 | $ 628.93 |
| **TOTAL WCID FUNDS** | $ 177,032.78 | 240,584.91 | 40.52 | $ 417,577.17 |
| **CALHOUN COUNTY PORT AUTHORITY** | | | | |
| MAINTENANCE AND OPERATING | $ 64,237.10 | $ 2,102.51 | $ - | $ 66,339.61 |
| **CALHOUN COUNTY** | | | | |
| FROST BANK | $ 2,000.87 | $ - | $ 5.00 | $ 1,995.87 |
| **TOTAL MMC, DR. DIST., NAV. DIST, WCID & FROST** | **$ 8,802,630.80** | **$ 8,833,741.31** | **$ 6,378,004.97** | **$ 11,258,367.14** |
| **TOTAL ALL FUNDS** | **$ 61,350,372.85** | **$ 18,070,679.56** | **$ 12,588,357.07** | **$ 66,832,695.34** |

# COUNTY TREASURER'S REPORT

MONTH OF: REVISED FEBRUARY 2022

| FUND | FUND BALANCE | LESS: CERT.OF DEP/ OUTSTNDG DEP/ OTHER ITEMS | PLUS: CHECKS OUTSTANDING | BANK BALANCE |
|---|---|---|---|---|
| | BANK RECONCILIATION | | | |
| **OPERATING *** | $ 54,261,203.70 | $ 15,000,708.86 | $ 53,598.61 | $ 39,314,093.45 |
| **OTHER** | | | | |
| D A FORFEITED PROPERTY FUND | 21,341.68 | - | - | 21,341.68 |
| SHERIFF NARCOTIC FORFEITURES | 31,903.57 | - | 185.00 | 32,088.57 |
| CERT OF OB-CRTHSE REF SERIES 2010 | 489,843.57 | - | - | 489,843.57 |
| CERT OF OB-CRTHOUSE I&S SERIES 2012 | 662,985.93 | - | - | 662,985.93 |
| CAL. CO FEES & FINES | 107,049.75 | 16,290.83 | 11,962.36 | 102,721.28 |
| **MEMORIAL MEDICAL CENTER** | | | | |
| OPERATING ‡ | 6,172,099.45 | - | 411,524.10 | 6,583,623.55 |
| MONEY MARKET | 1,109,779.55 | - | - | 1,109,779.55 |
| INDIGENT HEALTHCARE | 15,183.57 | 10,073.69 | 351.59 | 5,461.47 |
| PRIVATE WAIVER CLEARING FUND | 431.66 | - | - | 431.66 |
| CLINIC CONSTRUCTION SERIES 2014 | 536.19 | - | - | 536.19 |
| NH ASHFORD | 386,558.08 | - | - | 386,558.08 |
| NH BROADMOOR | 256,548.29 | - | - | 256,548.29 |
| NH CRESCENT | 215,579.19 | - | - | 215,579.19 |
| NH FORT BEND | 116,407.44 | - | - | 116,407.44 |
| NH SOLERA | 386,301.48 | - | - | 386,301.48 |
| NH GOLDEN CREEK | 319,269.19 | - | - | 319,269.19 |
| NH SOLERA DACA | 0.00 | - | - | 0.00 |
| NH ASHFORD DACA | 0.00 | - | - | 0.00 |
| NH BROADMOOR DACA | 0.00 | - | - | 0.00 |
| NH GULF POINT PRIVATE PAY | 68,338.14 | - | - | 68,338.14 |
| NH GULF POINTE PLAZA MEDICARE / MEDICAID | 252,622.55 | - | - | 252,622.55 |
| NH BETHANY SENIOR LIVING | 348,243.77 | - | - | 348,243.77 |
| NH TUSCANY VILLAGE | 254,509.84 | - | - | 254,509.84 |
| **DRAINAGE DISTRICT:** | | | | |
| NO. 6 | 33,280.59 | - | 94.50 | 33,375.09 |
| NO. 8 | 151,366.60 | - | 100.62 | 151,467.22 |
| NO. 10 MAINTENANCE | 215,787.79 | - | 121.37 | 215,909.16 |
| NO. 11 MAINTENANCE/OPERATING | 243,923.01 | - | 554.10 | 244,477.11 |
| NO. 11 RESERVE | 225,688.11 | - | - | 225,688.11 |
| **CALHOUN COUNTY WCID #1** | | | | |
| OPERATING ACCOUNT | 416,948.24 | - | - | 416,948.24 |
| PAYROLL TAX | 628.93 | - | - | 628.93 |
| **CALHOUN COUNTY PORT AUTHORITY** | | | | |
| MAINTENANCE/OPERATING **** | 66,339.61 | - | - | 66,339.61 |
| **CALHOUN COUNTY** | | | | |
| FROST BANK | 1,995.87 | - | - | 1,995.87 |
| **TOTALS** | $ 66,832,695.34 | | | $ 52,284,114.21 |

**** THE DEPOSITORY FOR CALHOUN COUNTY WCID IS INTERNATIONAL BANK OF COMMERCE - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN CO. NAVIGATION DISTRICT IS FIRST NATIONAL BANK - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN COUNTY FROST IS FROST BANK - AUSTIN, TEXAS

**** EASTWEST BANK CDs - OPERATING FUND $ 15,007,640.28

**THE DEPOSITORY FOR ALL OTHER COUNTY FUNDS IS PROSPERITY BANK, PORT LAVACA**

Court costs and fees collected and reported may not be current and up-to-date due to non-compliance by other county offices. I hereby certify that the current balances are correct to all monies that have been received by the County Treasurer as of the date of this report.

Rhonda S. Kokena

RHONDA S. KOKENA
COUNTY TREASURER

10-3-2022

# CALHOUN COUNTY, TEXAS

## COUNTY TREASURER'S REPORT

MONTH OF: REVISED MARCH 2022

| FUND | BEGINNING FUND BALANCE | RECEIPTS | DISBURSEMENTS | ENDING FUND BALANCE |
|---|---|---|---|---|
| **OPERATING FUNDS:** | | | | |
| GENERAL | $ 39,081,409.75 | $ 1,012,802.28 | $ 2,575,361.41 | $ 37,518,850.62 |
| AIRPORT MAINTENANCE | 71,675.86 | 112.63 | 3,118.31 | 68,670.18 |
| APPELLATE JUDICIAL SYSTEM | 215.53 | 150.04 | - | 365.57 |
| COURT FACILITY FEE FUND | 480.00 | 600.00 | - | 1,080.00 |
| COASTAL PROTECTION FUND | 1,996,925.10 | 351.95 | - | 1,997,277.05 |
| COUNTY AND DIST COURT TECH FUND | 8,263.56 | 103.64 | - | 8,367.20 |
| COUNTY CHILD ABUSE PREVENTION FUND | 735.70 | 0.41 | - | 736.11 |
| COUNTY CHILD WELFARE BOARD FUND | 1,047.25 | 58.18 | - | 1,105.43 |
| COUNTY JURY FUND | 691.60 | 172.86 | - | 864.46 |
| COURTHOUSE SECURITY | 276,898.98 | 1,885.94 | - | 278,784.92 |
| COURT INITIATED GUARDIANSHIP FUND | 13,384.63 | 242.36 | - | 13,626.99 |
| DIST CLK RECORD PRESERVATION FUND | 40,982.98 | 47.22 | - | 41,030.20 |
| COURT REPORTERS SERVICE FUND | 649.45 | 60.30 | - | 709.75 |
| CO CLK RECORDS ARCHIVE FUND | 334,576.07 | 4,648.97 | - | 339,225.04 |
| COUNTY SPECIALTY COURT FUND | 5,355.76 | 484.28 | - | 5,840.04 |
| COUNTY DISPUTE RESOLUTION FUND | 454.26 | 545.74 | - | 1,000.00 |
| DONATIONS | 119,028.49 | 1,107.96 | 3,097.07 | 117,039.38 |
| DRUG/DWI COURT PROGRAM FUND-LOCAL | 26,221.75 | 79.28 | - | 26,301.03 |
| JUVENILE CASE MANAGER FUND | 16,477.99 | 54.90 | 526.73 | 16,006.16 |
| FAMILY PROTECTION FUND | 14,483.78 | 2.55 | - | 14,486.33 |
| JUVENILE DELINQUENCY PREVENTION FUND | 9,268.93 | 1.63 | - | 9,270.56 |
| GRANTS | 423,834.83 | 240,004.53 | 242,296.16 | 421,543.20 |
| JUSTICE COURT TECHNOLOGY | 90,305.60 | 443.67 | - | 90,749.27 |
| JUSTICE COURT BUILDING SECURITY FUND | 6,626.07 | 14.00 | 275.00 | 6,365.07 |
| LATERAL ROAD PRECINCT #1 | 4,340.82 | 0.77 | - | 4,341.59 |
| LATERAL ROAD PRECINCT #2 | 4,340.82 | 0.77 | - | 4,341.59 |
| LATERAL ROAD PRECINCT #3 | 4,340.82 | 0.77 | - | 4,341.59 |
| LATERAL ROAD PRECINCT #4 | 4,340.82 | 0.77 | - | 4,341.59 |
| LANUAGE ACCESS FUND | 128.56 | 147.44 | - | 276.00 |
| JUROR DONATIONS - HUMANE SOCIETY | 1,064.18 | 66.00 | - | 1,130.18 |
| JUROR DONATIONS VETERANS SERVICES | 192.15 | 58.00 | - | 250.15 |
| JUSTICE COURT SUPPORT FUND | 471.30 | 478.70 | - | 950.00 |
| PRETRIAL SERVICES FUND | 86,655.90 | 415.27 | - | 87,071.17 |
| LOCAL TRUANCY PREVENTION/DIVERSION FUND | 16,201.61 | 473.40 | - | 16,675.01 |
| LAW LIBRARY | 212,859.45 | 1,087.52 | 2,298.30 | 211,648.67 |
| LAW ENF OFFICERS STD. EDUC. (LEOSE) | 29,457.56 | 5.19 | - | 29,462.75 |
| POC COMMUNITY CENTER | 28,437.85 | 5,400.71 | 10,255.41 | 23,583.15 |
| RECORDS MANAGEMENT-DISTRICT CLERK | 1,845.03 | 40.88 | - | 1,885.91 |
| RECORDS MANAGEMENT-COUNTY CLERK | 223,955.43 | 4,659.47 | 1.71 | 228,613.19 |
| RECORDS MGMT & PRESERVATION | 41,144.07 | 1,445.82 | - | 42,589.89 |
| ROAD & BRIDGE GENERAL | 1,353,161.66 | 99,501.23 | - | 1,452,662.89 |
| 6MILE PIER/BOAT RAMP INSUR/MAINT | 34,383.61 | 6.06 | - | 34,389.67 |
| CAPITAL PROJ - BOGGY BAYOU NATURE PARK | 198,733.80 | - | 11,550.00 | 187,183.80 |
| CAPITAL PROJ - AMERICAN RESCUE PLAN ACT 2021 | 217,203.03 | - | 720.88 | 216,482.15 |
| CAPITAL PROJ - KING FISHER BEACH PARK | 60,000.00 | - | 1,400.00 | 58,600.00 |
| CAPITAL PROJ MAG_INDIANOLA BEACH PAVILIONS | 316,010.00 | - | - | 316,010.00 |
| CAPITAL PROJ - CDBG DR INFRASTRUCTURE | 63,111.61 | - | - | 63,111.61 |
| CAPITAL PROJ CHOCOLATE BAYOU BOAT RAMP | 232,825.01 | - | - | 232,825.01 |
| CAPITAL PROJ - ELECTION MACHINES | 0.21 | - | - | 0.21 |
| CAPITAL PROJ -RB INFRASTRUCTURE | 568,149.59 | - | 13,477.78 | 554,671.81 |
| CAPITAL PROJ ENERGY TRZ #1 | 156,588.49 | - | - | 156,588.49 |
| CAPITAL PROJ AIRPORT RUNWAY IMPROVEMENTS | 14,972.13 | - | - | 14,972.13 |
| CAPITAL PROJ MAGNOLIA BEACH EROSION CONT | 175,000.00 | - | - | 175,000.00 |
| CAPITAL PROJ EVENT CENTER | 125,927.09 | - | - | 125,927.09 |
| CAPITAL PROJ FIRE TRUCKS & SAFETY EQUIP | 6,448.68 | - | - | 6,448.68 |
| CAPITAL PROJ - GREEN LAKE PARK | 7,160.74 | 27,885.08 | - | 35,045.82 |
| CAPITAL PROJ HATERIUS PARK/BOAT RAMP | 13,245.49 | - | 5,420.62 | 7,824.87 |
| CAPITAL PROJ PORT ALTO PUBLIC BEACH | 1,484.78 | - | - | 1,484.78 |
| CAPITAL PROJ HURRICANE HARVEY FEMA | 54,914.68 | - | - | 54,914.68 |
| CAPITAL PROJ IMPROVEMENTS PROJECTS | 344,369.10 | - | - | 344,369.10 |
| CAPITAL PROJ HOSPITAL IMPROVEMENTS | 2,490,852.66 | - | - | 2,490,852.66 |
| CAPITAL PROJ -MMC LOANS | 4,000,000.00 | - | - | 4,000,000.00 |
| ARREST FEES | 638.83 | 142.98 | - | 781.81 |
| BAIL BOND FEES (HB 1940) | 285.00 | 690.00 | - | 975.00 |
| CONSOLIDATED COURT COSTS (NEW) | 1,338.15 | 1,065.34 | - | 2,403.49 |
| CONSOLIDATED COURT COSTS 2020 | 9,580.60 | 9,654.89 | - | 19,235.49 |
| DNA TESTING FUND | 250.41 | 14.78 | - | 265.19 |
| DRUG COURT PROGRAM FUND - STATE | 35.75 | 74.68 | - | 110.43 |
| SUBTOTALS | $ 53,646,441.39 | $ 1,417,291.84 | $ 2,869,799.38 | $ 52,193,933.85 |

# COUNTY TREASURER'S REPORT

**MONTH OF:** | **REVISED MARCH 2022**

| *FUND* | *BEGINNING FUND BALANCE* | *RECEIPTS* | *DISBURSEMENTS* | *ENDING FUND BALANCE* |
|---|---|---|---|---|
| **OPERATING FUNDS - BALANCE FORWARD** | $ 53,646,441.39 | $ 1,417,291.84 | $ 2,869,799.38 | $ 52,193,933.85 |
| ELECTION SERVICES CONTRACT | $ 82,755.03 | 316.53 | - | $ 83,071.56 |
| ELECTRONIC FILING FEE FUND | $ 326.55 | 121.06 | - | $ 447.61 |
| EMS TRAUMA FUND | 857.79 | 688.98 | - | 1,546.77 |
| FINES AND COURT COSTS HOLDING FUND | 7,847.31 | - | - | 7,847.31 |
| INDIGENT CIVIL LEGAL SERVICE | 75.30 | - | - | 75.30 |
| JUDICIAL FUND (ST. COURT COSTS) | 15.00 | - | - | 15.00 |
| JUDICIAL & COURT PERSONNEL TRAINING FUND | 64.49 | 15.00 | - | 79.49 |
| JUDICIAL SALARIES FUND | 610.97 | 271.36 | - | 882.33 |
| JUROR DONATION-TX CRIME VICTIMS FUND | 368.00 | - | - | 368.00 |
| JUVENILE PROBATION RESTITUTION | 62.57 | - | - | 62.57 |
| LIBRARY GIFT AND MEMORIAL | 40,691.01 | 0.35 | - | 40,691.36 |
| MISCELLANEOUS CLEARING | 11,004.24 | 776.92 | 1,494.32 | 10,286.84 |
| REFUNDABLE DEPOSITS | 2,000.00 | - | - | 2,000.00 |
| STATE CIVIL FEE FUND | 689.20 | 586.60 | - | 1,275.80 |
| CIVIL JUSTICE DATA REPOSITORY FUND | 0.82 | 0.62 | - | 1.44 |
| JURY REIMBURSEMENT FEE | 90.66 | 68.92 | - | 159.58 |
| STATE CONSOLIDATED CIVIL FEE FUND | 3,077.88 | 1,616.12 | - | 4,694.00 |
| SUBTITLE C FUND | 3,472.36 | 3,219.00 | - | 6,691.36 |
| SUPP OF CRIM INDIGENT DEFENSE | 67.44 | 54.46 | - | 121.90 |
| TIME PAYMENTS | 120.28 | 158.13 | - | 278.41 |
| TRAFFIC LAW FAILURE TO APPEAR | 292.98 | 273.15 | - | 566.13 |
| UNCLAIMED PROPERTY | 12,785.91 | 0.19 | - | 12,786.10 |
| TRUANCY PREVENTION AND DIVERSION FUND | 149.31 | 25.26 | - | 174.57 |
| BOOT CAMP/JJAEP | 147.43 | - | - | 147.43 |
| JUVENILE PROBATION | 447,189.78 | 71,078.59 | 52,578.57 | 465,689.80 |
| SUBTOTALS | $ 54,261,203.70 | $ 1,496,563.08 | $ 2,923,872.27 | $ 52,833,894.51 |
| TAXES IN ESCROW | 0.00 | | 0.00 | 0.00 |
| **TOTAL OPERATING FUNDS** | **$ 54,261,203.70** | **$ 1,496,563.08** | **$ 2,923,872.27** | **$ 52,833,894.51** |
| **OTHER FUNDS** | | | | |
| D A FORFEITED PROPERTY FUND | 21,341.68 | 280.16 | - | 21,621.84 |
| SHERIFF NARCOTIC FORFEITURES | 31,903.57 | 4.07 | 1,697.70 | 30,209.94 |
| CERT OF OB-CRTHSE REF SERIES 2010 | 489,843.57 | 6,387.44 | - | 496,231.01 |
| CERT OF OB-CRTHOUSE I&S SERIES 2012 | 662,985.93 | 8,265.81 | - | 671,251.74 |
| CAL. CO. FEES & FINES | 107,049.75 | 134,940.80 | 109,549.45 | 132,441.10 |
| **TOTAL OTHER CO. FUNDS** | **$ 1,313,124.50** | **$ 149,878.28** | **$ 111,247.15** | **$ 1,351,755.63** |
| **MEMORIAL MEDICAL CENTER** | | | | |
| OPERATING | 6,172,099.45 | $ 5,073,019.81 | $ 5,373,853.39 | $ 5,871,265.87 |
| MONEY MARKET | 1,109,779.55 | $ 235.64 | $ - | $ 1,110,015.19 |
| INDIGENT HEALTHCARE | 15,183.57 | 47,241.76 | 10,164.35 | 52,260.98 |
| PRIVATE WAIVER CLEARING FUND | 431.66 | 0.05 | 0.00 | 431.71 |
| CLINIC CONSTRUCTION SERIES 2014 | 536.19 | 0.07 | 0.00 | 536.26 |
| NH ASFORD | 386,558.08 | 512,465.63 | 869,243.28 | 29,780.43 |
| NH BROADMOOR | 256,548.29 | 282,984.61 | 491,667.98 | 47,864.92 |
| NH CRESCENT | 215,579.19 | 562,141.52 | 715,608.44 | 62,112.27 |
| NH FORT BEND | 116,407.44 | 157,576.53 | 266,056.52 | 7,927.45 |
| NH SOLERA | 386,301.48 | 579,250.91 | 912,897.32 | 52,655.07 |
| NH GOLDEN CREEK | 319,269.19 | 357,477.86 | 631,742.00 | 45,005.05 |
| NH SOLERA DACA | 0.00 | 0.00 | 0.00 | 0.00 |
| NH ASHFORD DACA | 0.00 | 0.00 | 0.00 | 0.00 |
| NH BROADMOOR DACA | 0.00 | 0.00 | 0.00 | 0.00 |
| NH GULF POINTE - PRIVATE PAY | 68,338.14 | 54,867.33 | 117,743.70 | 5,461.77 |
| NH GULF POINT PLAZA MEDICARE / MEDICAID | 252,622.55 | 328,480.13 | 551,767.98 | 29,334.70 |
| NH BETHANY SENIOR LIVING | 348,243.77 | 839,012.42 | 1,094,263.63 | 92,992.56 |
| NH TUSCANY VILLAGE | 254,509.84 | 659,340.05 | 843,855.59 | 69,994.30 |
| **TOTAL MEMORIAL MEDICAL CENTER FUNDS** | **$ 9,902,408.39** | **$ 9,454,094.32** | **$ 11,878,864.18** | **$ 7,477,638.53** |
| **DRAINAGE DISTRICTS** | | | | |
| NO. 6 | 33,280.59 | 134.99 | - | $ 33,415.58 |
| NO. 8 | 151,366.60 | 619.35 | - | 151,985.95 |
| NO. 10-MAINTENANCE | 215,787.79 | 189.53 | 28,325.80 | 187,651.52 |
| NO. 11-MAINTENANCE/OPERATING | 243,923.01 | 8,066.93 | 44,279.36 | 207,710.58 |
| NO. 11-RESERVE | 225,688.11 | 28.75 | - | 225,716.86 |
| **TOTAL DRAINAGE DISTRICT FUNDS** | **$ 870,046.10** | **$ 9,039.55** | **$ 72,605.16** | **$ 806,480.49** |
| **CALHOUN COUNTY WCID #1** | | | | |
| OPERATING ACCOUNT | $ 416,948.24 | 452.84 | 42,768.99 | $ 374,632.09 |
| PAYROLL TAX | $ 628.93 | 0.00 | 178.10 | $ 450.83 |
| **TOTAL WCID FUNDS** | **$ 417,577.17** | 452.84 | 42,947.09 | **$ 375,082.92** |
| **CALHOUN COUNTY PORT AUTHORITY** | | | | |
| MAINTENANCE AND OPERATING | **$ 66,339.61** | **$ 728.62** | **$ 91.38** | **$ 66,976.85** |
| **CALHOUN COUNTY** | | | | |
| FROST BANK | **$ 1,995.87** | **$ -** | **$ 5.00** | **$ 1,990.87** |
| **TOTAL MMC, DR. DIST., NAV. DIST, WCID & FROST** | **$ 11,258,367.14** | **$ 9,464,315.33** | **$ 11,994,512.81** | **$ 8,728,169.66** |
| **TOTAL ALL FUNDS** | **$ 66,832,695.34** | **$ 11,110,756.69** | **$ 15,029,632.23** | **$ 62,913,819.80** |

# COUNTY TREASURER'S REPORT

**MONTH OF:** REVISED MARCH 2022

| FUND | FUND BALANCE | LESS: CERT.OF DEP/ OUTSTNDG DEP/ OTHER ITEMS | PLUS: CHECKS OUTSTANDING | BANK BALANCE |
|---|---|---|---|---|
| | | *BANK RECONCILIATION* | | |
| **OPERATING *** | $ 52,833,894.51 | 15,122,011.16 | 205,260.83 | $ 37,917,144.18 |
| **OTHER** | | | | |
| D A FORFEITED PROPERTY FUND | 21,621.84 | - | - | 21,621.84 |
| SHERIFF NARCOTIC FORFEITURES | 30,209.94 | - | 757.70 | 30,967.64 |
| CERT OF OB-CRTHSE REF SERIES 2010 | 496,231.01 | 2,841.58 | - | 493,389.43 |
| CERT OF OB-CRTHOUSE I&S SERIES 2012 | 671,251.74 | 3,673.83 | - | 667,577.91 |
| CAL. CO FEES & FINES | 132,441.10 | 9,244.56 | 17,119.82 | 140,316.36 |
| **MEMORIAL MEDICAL CENTER** | | | | |
| OPERATING ‡ | 5,871,265.87 | - | 563,223.61 | 6,434,489.48 |
| MONEY MARKET | 1,110,015.19 | - | - | 1,110,015.19 |
| INDIGENT HEALTHCARE | 52,260.98 | 47,220.31 | 413.34 | 5,454.01 |
| PRIVATE WAIVER CLEARING FUND | 431.71 | - | - | 431.71 |
| CLINIC CONSTRUCTION SERIES 2014 | 536.26 | - | - | 536.26 |
| NH ASFORD | 29,780.43 | - | - | 29,780.43 |
| NH BROADMOOR | 47,864.92 | - | - | 47,864.92 |
| NH CRESCENT | 62,112.27 | - | - | 62,112.27 |
| NH FORT BEND | 7,927.45 | - | - | 7,927.45 |
| NH SOLERA | 52,655.07 | - | - | 52,655.07 |
| NH GOLDEN CREEK | 45,005.05 | - | - | 45,005.05 |
| NH SOLERA DACA | 0.00 | - | - | 0.00 |
| NH ASHFORD DACA | 0.00 | - | - | 0.00 |
| NH BROADMOOR DACA | 0.00 | - | - | 0.00 |
| NH GULF POINT PRIVATE PAY | 5,461.77 | - | - | 5,461.77 |
| NH GULF POINTE PLAZA MEDICARE / MEDICAID | 29,334.70 | - | - | 29,334.70 |
| NH BETHAN SENIOR LIVING | 92,992.56 | - | - | 92,992.56 |
| NH TUSCANY VILLAGE | 69,994.30 | - | - | 69,994.30 |
| **DRAINAGE DISTRICT:** | | | | |
| NO. 6 | 33,415.58 | 107.70 | - | 33,307.88 |
| NO. 8 | 151,985.95 | - | - | 151,985.95 |
| NO. 10 MAINTENANCE | 187,651.52 | 148.58 | - | 187,502.94 |
| NO. 11 MAINTENANCE/OPERATING | 207,710.58 | 4,308.48 | - | 203,402.10 |
| NO. 11 RESERVE | 225,716.86 | - | - | 225,716.86 |
| **CALHOUN COUNTY WCID #1** | | | | |
| OPERATING ACCOUNT | 374,632.09 | - | - | 374,632.09 |
| PAYROLL TAX | 450.83 | - | - | 450.83 |
| **CALHOUN COUNTY PORT AUTHORITY** | | | | |
| MAINTENANCE/OPERATING **** | 66,976.85 | - | - | 66,976.85 |
| **CALHOUN COUNTY** | | | | |
| FROST BANK | 1,990.87 | - | - | 1,990.87 |
| **TOTALS** | $ 62,913,819.80 | $ 15,189,556.20 | $ 786,775.30 | $ 48,511,038.90 |

**** THE DEPOSITORY FOR CALHOUN COUNTY WCID IS INTERNATIONAL BANK OF COMMERCE - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN CO. NAVIGATION DISTRICT IS FIRST NATIONAL BANK - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN COUNTY FROST IS FROST BANK - AUSTIN, TEXAS

**** EASTWEST BANK CDs - OPERATING FUND $15,013,419.67

**THE DEPOSITORY FOR ALL OTHER COUNTY FUNDS IS PROSPERITY BANK, PORT LAVACA**

Court costs and fees collected and reported may not be current and up-to-date due to non-compliance by other county offices. I hereby certify that the current balances are correct to all monies that have been received by the County Treasurer as of the date of this report.

Rhonda S. Kokena

RHONDA S. KOKENA
COUNTY TREASURER

10-3-2022

# CALHOUN COUNTY TREASURER'S OFFICE

## INVESTMENT REPORT

### QUARTER ENDING MARCH 31, 2022 / REVISED

| | BALANCE 1/1/2022 | RECEIPTS & TRANSFERS | EXPENSE & TRANSFERS | BALANCE 3/31/2022 | INTEREST EARNED MONEY MRKT CHECKING | NOW CHECKING | CERT OF DEPOSITS |
|---|---|---|---|---|---|---|---|
| OPERATING * | $ 40,028,208.09 | $ 25,692,808.11 | $ 12,887,121.69 | $52,833,894.51 | $ 23,421.54 | $ 1,072.00 | $ - |
| FEES & FINES HOLDING ACCOUNT | 171,688.88 | 386,772.12 | 426,019.90 | 132,441.10 | | 59.52 | |
| CERT OF OBLIG-CRTHSE SERIES 2010 | 324,502.12 | 200,428.89 | 28,700.00 | 496,231.01 | | 156.06 | |
| CERT OF OBLIG-CRTHSE SERIES 2012 | 423,564.90 | 259,161.84 | 11,475.00 | 671,251.74 | | 208.11 | |
| D.A. FORFEITURE FUND | 13,057.78 | 8,764.06 | 200.00 | 21,621.84 | | 6.03 | |
| S.O. NARCOTICS FORFEITURE FUND | 15,792.83 | 18,090.98 | 3,673.87 | 30,209.94 | | 8.44 | |
| MEMORIAL MED CTR OPERATING | 4,151,730.41 | 14,227,109.06 | 12,507,573.60 | 5,871,265.87 | | 2,206.44 | - |
| MEMORIAL MED CTR MONEY MARKET | 1,109,331.22 | 683.97 | - | 1,110,015.19 | | 683.97 | |
| MEMORIAL MED CTR PRIVATE WAIVER CLR FUND | 431.56 | 0.15 | - | 431.71 | | 0.15 | |
| CALHOUN COUNTY INDIGENT HEALTHCARE | 5,019.13 | 93,560.87 | 46,319.02 | 52,260.98 | | 2.92 | |
| CLINIC CONSTRUCTION SERIES 2014 | 536.06 | 0.20 | - | 536.26 | | 0.20 | |
| NH ASHFORD | 18,285.58 | 1,525,717.84 | 1,514,222.99 | 29,780.43 | | 52.50 | |
| NH BROADMOOR | 85,855.25 | 1,006,078.81 | 1,044,069.14 | 47,864.92 | | 36.83 | |
| NH CRESCENT | 74,046.46 | 1,227,116.44 | 1,239,050.63 | 62,112.27 | | 43.93 | |
| NH FORT BEND | 10,164.49 | 563,148.98 | 565,386.02 | 7,927.45 | | 19.70 | |
| NH SOLERA | 84,121.34 | 1,618,354.62 | 1,649,820.89 | 52,655.07 | | 58.58 | |
| NH GOLDEN CREEK | 139,278.35 | 1,003,754.97 | 1,098,028.27 | 45,005.05 | | 46.69 | |
| NH ASHFORD DACA | - | - | - | 0.00 | | - | |
| NH SOLERA DACA | - | - | - | 0.00 | | - | |
| NH BROADMOOR DACA | - | - | - | 0.00 | | - | |
| MMC GULF POINTE PRIVATE PAY | 37,070.00 | 199,875.58 | 231,483.81 | 5,461.77 | | 14.59 | |
| MMC GULF POINT PLAZA MEDICINE / MEDICAID | 24,239.31 | 892,973.32 | 887,877.93 | 29,334.70 | | 28.89 | |
| MMC NH BETHANY SENIOR LIVING | 207,312.81 | 2,288,925.04 | 2,403,245.29 | 92,992.56 | | 77.99 | |
| MMC NH TUSCANY VILLAGE | 105,631.82 | 1,515,706.90 | 1,551,344.42 | 69,994.30 | | 51.49 | |
| DRAINAGE DISTRICT #6 | 32,419.76 | 1,090.32 | 94.50 | 33,415.58 | | 12.20 | |
| DRAINAGE DISTRICT #8 | 140,926.59 | 11,159.98 | 100.62 | 151,985.95 | | 54.79 | |
| DRAINAGE DISTRICT #10 - MAINT & OPER. | 214,166.59 | 12,192.10 | 38,707.17 | 187,651.52 | | 77.35 | |
| DRAINAGE DISTRICT #11 - MAINT & OPER. | 189,934.34 | 95,105.18 | 77,328.94 | 207,710.58 | | 78.17 | |
| DRAINAGE DISTRICT #11 - RESERVE | 225,633.39 | 83.47 | - | 225,716.86 | | 83.47 | |
| WATER CONT & IMPROV DIST #1 | 185,733.61 | 241,678.02 | 52,779.54 | 374,632.09 | | - | |
| WATER CONT & IMPROV DIST #1 - PAYROLL TAX | 795.21 | - | 344.38 | 450.83 | | - | |
| PORT AUTHORITY | 63,065.72 | 4,002.51 | 91.38 | 66,976.85 | | - | |
| FROST BANK | 2,005.87 | - | 15.00 | 1,990.87 | | - | |
| SUBTOTALS | $ 48,084,549.47 | $ 53,094,344.33 | $ 38,265,074.00 | $62,913,819.80 | $ 23,421.54 | $ 5,141.01 | $ - |
| TAXES IN ESCROW (OPER FUND) | 11,931,154.29 | - | 11,931,154.29 | 0.00 | | | |
| **TOTAL** | **$ 60,015,703.76** | **$ 53,094,344.33** | **$ 50,196,228.29** | **$ 62,913,819.80** | **$ 23,421.54** | **$ 5,141.01** | $ - |

| CERTIFICATES OF DEPOSIT | DATE ISSUED | BALANCE 1/1/2022 | PURCHASES/ WITHDRAWALS / INTEREST | BALANCE 3/31/2022 |
|---|---|---|---|---|
| EASTWEST BANK # 01-72929437 | 01/19/22 | 10,000,000.00 | 9,472.93 | 10,009,472.93 |
| EASTWEST BANK # 01-72310286 | 01/19/22 | 5,000,000.00 | 3,946.74 | 5,003,946.74 |
| | | | | 0.00 |
| **TOTAL OPERATING CD'S** | | $ 15,000,000.00 | $ 13,419.67 | $ 15,013,419.67 |
| | | | | 0.00 |
| | | 0.00 | 0.00 | 0.00 |
| **TOTALS** | | $ - | $ | $ - |

Court costs and fees collected and reported may not be current and up-to-date due to non-compliance by other county offices. I hereby certify that the current balances are correct to all monies that have been received by the County Treasurer as of the date of this report.

10-3-2022

RHONDA S. KOKENA
CERTIFIED INVESTMENT OFFICER

# CALHOUN COUNTY, TEXAS

## COUNTY TREASURER'S REPORT

MONTH OF: APRIL 2022

| FUND | BEGINNING FUND BALANCE | RECEIPTS | DISBURSEMENTS | FUND BALANCE |
|---|---|---|---|---|
| OPERATING FUNDS: | | | | |
| GENERAL | $ 37,518,850.62 | $ 1,085,009.61 | $ 1,995,505.44 | $ 36,608,354.79 |
| AIRPORT MAINTENANCE | $ 68,670.18 | 111.98 | 3,732.19 | 65,049.97 |
| APPELLATE JUDICIAL SYSTEM | $ 365.57 | 180.06 | | 545.63 |
| COURT FACILITY FEE FUND | $ 1,080.00 | 720.19 | | 1,800.19 |
| COASTAL PROTECTION FUND | $ 1,997,277.05 | 743,939.32 | 6,180.00 | 2,735,036.37 |
| COUNTY AND DIST COURT TECH FUND | $ 8,367.20 | 14.62 | | 8,381.82 |
| COUNTY CHILD ABUSE PREVENTION FUND | $ 736.11 | 0.33 | | 736.44 |
| COUNTY CHILD WELFARE BOARD FUND | $ 1,105.43 | 40.19 | | 1,145.62 |
| COUNTY JURY FUND | $ 864.46 | 200.03 | | 1,064.49 |
| COURTHOUSE SECURITY | $ 278,784.92 | 2,488.47 | | 281,273.39 |
| COURT INITIATED GUARDIANSHIP FUND | $ 13,626.99 | 362.38 | | 13,989.37 |
| DIST CLK RECORD PRESERVATION FUND | $ 41,030.20 | 37.16 | | 41,067.36 |
| COURT REPORTERS SERVICE FUND | $ 709.75 | 0.32 | | 710.07 |
| CO CLK RECORDS ARCHIVE FUND | $ 339,225.04 | 5,599.19 | | 344,824.23 |
| COUNTY SPECIALTY COURT FUND | $ 5,840.04 | 11.52 | | 5,851.56 |
| COUNTY DISPUTE RESOLUTION FUND | $ 1,000.00 | 650.17 | | 1,650.17 |
| DONATIONS | $ 117,039.38 | 545.29 | 945.73 | 116,638.94 |
| DRUG/DWI COURT PROGRAM FUND-LOCAL | $ 26,301.03 | 48.76 | | 26,349.79 |
| JUVENILE CASE MANAGER FUND | $ 16,006.16 | 62.59 | 511.59 | 15,557.16 |
| FAMILY PROTECTION FUND | $ 14,486.33 | 2.53 | | 14,488.86 |
| JUVENILE DELINQUENCY PREVENTION FUND | $ 9,270.56 | 1.62 | | 9,272.18 |
| GRANTS | $ 421,543.20 | 4.48 | 24,048.01 | 397,499.67 |
| JUSTICE COURT TECHNOLOGY | $ 90,749.27 | 982.29 | | 91,731.56 |
| JUSTICE COURT BUILDING SECURITY FUND | $ 6,365.07 | 49.72 | 275.00 | 6,139.79 |
| LATERAL ROAD PRECINCT #1 | $ 4,341.59 | 0.76 | | 4,342.35 |
| LATERAL ROAD PRECINCT #2 | $ 4,341.59 | 0.76 | | 4,342.35 |
| LATERAL ROAD PRECINCT #3 | $ 4,341.59 | 0.76 | | 4,342.35 |
| LATERAL ROAD PRECINCT #4 | $ 4,341.59 | 0.76 | | 4,342.35 |
| LANUAGE ACCESS FUND | $ 276.00 | 174.05 | | 450.05 |
| JUROR DONATIONS - HUMAN SOCIETY | $ 1,130.18 | 30.00 | | 1,160.18 |
| JUROR DONATIONS - VETERANS SERVICE OFFICE | $ 250.15 | 30.00 | | 280.15 |
| JUSTIC COURT SUPPORT FUND | $ 950.00 | 550.17 | | 1,500.17 |
| PRETRIAL SERVICES FUND | $ 87,071.17 | 15.19 | | 87,086.36 |
| LOCAL TRUANCY PREVENTION/DIVERSION FUND | $ 16,675.01 | 975.43 | | 17,650.44 |
| LAW LIBRARY | $ 211,648.67 | 1,296.93 | | 212,945.60 |
| LAW ENF OFFICERS STD. EDUC. (LEOSE) | $ 29,462.75 | 5.14 | | 29,467.89 |
| POC COMMUNITY CENTER | $ 23,583.15 | 10,454.11 | 4,401.96 | 29,635.30 |
| RECORDS MANAGEMENT-DISTRICT CLERK | $ 1,885.91 | 70.36 | | 1,956.27 |
| RECORDS MANAGEMENT-COUNTY CLERK | $ 228,613.19 | 5,611.83 | | 234,225.02 |
| RECORDS MGMT & PRESERVATION | $ 42,589.89 | 1,050.94 | | 43,640.83 |
| ROAD & BRIDGE GENERAL | $ 1,452,662.89 | 47,534.64 | - | 1,500,197.53 |
| 6MILE PIER/BOAT RAMP INSUR/MAINT | $ 34,389.67 | 6.00 | | 34,395.67 |
| CAPITAL PROJ - BOGGY BAYOU NATURE PARK | $ 187,183.80 | | | 187,183.80 |
| CAPITAL PROJ AMERICAN RESCUE PLAN ACT | $ 216,482.15 | | | 216,482.15 |
| CAPITAL PROJ - KING FISHER BEACH PARK | $ 58,600.00 | | | 58,600.00 |
| CAPITAL PROJ MAQ_INDIANOLA BEACH PAVILLIONS | $ 316,010.00 | | | 316,010.00 |
| CAPITAL PROJ - CDBG DR INFRASTRUCTURE | $ 63,111.61 | | 50,000.00 | 13,111.61 |
| CAPITAL PROJ CHOCOLATE BAYOU BOAT RAMP | $ 232,825.01 | | 75,809.25 | 157,015.76 |
| CAPITAL PROJ - ELECTION MACHINES | $ 0.21 | | | 0.21 |
| CAPITAL PROJ -RB INFRASTRUCTURE | $ 554,671.81 | | 16,296.69 | 538,375.12 |
| CAPITAL PROJ ENERGY TRZ #1 | $ 156,588.49 | 5,500.00 | | 162,088.49 |
| CAPITAL PROJ AIRPORT RUNWAY IMPROVEMENTS | $ 14,972.13 | 62,489.22 | | 77,461.35 |
| CAPITAL PROJ MAGNOLIA BEACH EROSION CONT | $ 175,000.00 | | | 175,000.00 |
| CAPITAL PROJ EVENT CENTER | $ 125,927.09 | | | 125,927.09 |
| CAPITAL PROJ FIRE TRUCKS & SAFETY EQUIP | $ 6,448.68 | | | 6,448.68 |
| CAPITAL PROJ - GREEN LAKE PARK | $ 35,045.82 | | 27,885.08 | 7,160.74 |
| CAPITAL PROJ HATERIUS PARK/BOAT RAMP | $ 7,824.87 | | | 7,824.87 |
| CAPITAL PROJ PORT ALTO PUBLIC BEACH | $ 1,484.78 | | | 1,484.78 |
| CAPITAL PROJ HURRICANE HARVEY FEMA | $ 54,914.68 | | 54,914.68 | - |
| CAPITAL PROJ IMPROVEMENTS PROJECTS | $ 344,369.10 | | | 344,369.10 |
| CAPITAL PROJ HOSPITAL IMPROVEMENTS | $ 2,490,852.66 | | 90,750.00 | 2,400,102.66 |
| CAPITAL PROJ -MMC LOANS | $ 4,000,000.00 | | | 4,000,000.00 |
| ARREST FEES | $ 781.81 | 431.26 | | 1,213.07 |
| BAIL BOND FEES (HB 1940) | $ 975.00 | 885.00 | | 1,860.00 |
| CONSOLIDATED COURT COSTS (NEW) | $ 2,403.49 | 1,780.32 | | 4,183.81 |
| CONSOLIDATED COURT COSTS 2020 | $ 19,235.49 | 12,336.21 | | 31,571.70 |
| DNA TESTING FUND | $ 265.19 | 0.72 | | 265.91 |
| DRUG COURT PROGRAM FUND - STATE | $ 110.43 | 44.16 | | 154.59 |
| SUBTOTALS | $ 52,193,933.85 | $ 1,992,337.54 | $ 2,351,255.62 | $ 51,835,015.77 |

| COUNTY TREASURER'S REPORT | | | MONTH OF: | APRIL 2022 |
|---|---|---|---|---|
| FUND | BEGINNING FUND BALANCE | RECEIPTS | DISBURSEMENTS | ENDING FUND BALANCE |
| OPERATING FUNDS - BALANCE FORWARD | $ 52,193,933.85 | $ 1,992,337.54 | $ 2,351,255.62 | $ 51,835,015.77 |
| ELECTION SERVICES CONTRACT | 83,071.56 | 14.39 | | 83,085.95 |
| ELECTRONIC FILING FEE FUND | 447.61 | 82.74 | - | 530.35 |
| EMS TRAUMA FUND | 1,546.77 | (26.58) | | 1,520.19 |
| FINES AND COURT COSTS HOLDING FUND | 7,847.31 | | | 7,847.31 |
| INDIGENT CIVIL LEGAL SERVICE | 75.30 | (18.00) | | 57.30 |
| JUDICIAL FUND (ST. COURT COSTS) | 15.00 | 12.80 | | 27.80 |
| JUDICIAL & COURT PERSONNEL TRAINING FUND | 79.49 | | | 79.49 |
| JUDICIAL SALARIES FUND | 882.33 | 372.47 | | 1,254.80 |
| JUROR DONATION-TX CRIME VICTIMS FUND | 368.00 | 8.00 | | 376.00 |
| JUVENILE PROBATION RESTITUTION | 62.57 | | | 62.57 |
| LIBRARY GIFT AND MEMORIAL | 40,691.36 | 7.10 | | 40,698.46 |
| MISCELLANEOUS CLEARING | 10,286.84 | 169.68 | 746.81 | 9,709.71 |
| REFUNDABLE DEPOSITS | 2,000.00 | | | 2,000.00 |
| STATE CIVIL FEE FUND | 1,275.80 | 573.32 | | 1,849.12 |
| CIVIL JUSTICE DATA REPOSITORY FUND | 1.44 | 2.41 | | 3.85 |
| JURY REIMBURSEMENT FEE | 159.58 | 179.26 | | 338.84 |
| STATE CONSOLIATED CIVIL FEE FUND | 4,694.00 | 1,698.61 | | 6,392.61 |
| SUBTITLE C FUND | 6,691.36 | 5,331.58 | | 12,022.94 |
| SUPP OF CRIM INDIGENT DEFENSE | 121.90 | 95.89 | | 217.79 |
| TIME PAYMENTS | 278.41 | 511.72 | | 790.13 |
| TRAFFIC LAW FAILURE TO APPEAR | 566.13 | 840.44 | | 1,406.57 |
| UNCLAIMED PROPERTY | 12,786.10 | 231.20 | | 13,017.30 |
| TRUANCY PREVENTION AND DIVERSION FUND | 174.57 | 61.40 | | 235.97 |
| BOOT CAMP/JJAEP | 147.43 | | | 147.43 |
| JUVENILE PROBATION | 465,689.80 | 41,095.96 | 52,128.18 | 454,657.58 |
| SUBTOTALS | $ 52,833,894.51 | $ 2,043,581.93 | $ 2,404,130.61 | $ 52,473,345.83 |
| TAXES IN ESCROW | 0.00 | 0.00 | | 0.00 |
| TOTAL OPERATING FUNDS | $ 52,833,894.51 | $ 2,043,581.93 | $ 2,404,130.61 | $ 52,473,345.83 |
| OTHER FUNDS | | | | |
| D A FORFEITED PROPERTY FUND | 21,621.84 | 577.89 | | 22,199.73 |
| SHERIFF NARCOTIC FORFEITURES | 30,209.94 | 866.61 | 168.00 | 30,908.55 |
| CERT OF OB-CRTHSE REF SERIES 2010 | 496,231.01 | 3,409.48 | | 499,640.49 |
| CERT OF OB-CRTHOUSE I&S SERIES 2012 | 671,251.74 | 4,415.72 | | 675,667.46 |
| CAL. CO. FEES & FINES | 132,441.10 | 126,923.23 | 127,559.10 | 131,805.23 |
| TOTAL OTHER CO. FUNDS | $ 1,351,755.63 | $ 136,192.93 | $ 127,727.10 | $ 1,360,221.46 |
| MEMORIAL MEDICAL CENTER | | | | |
| OPERATING | 5,871,265.87 | 3,860,545.10 | 6,212,530.99 | $ 3,519,279.98 |
| MONEY MARKET | 1,110,015.19 | 228.08 | - | $ 1,110,243.27 |
| INDIGENT HEALTHCARE | 52,260.98 | 85.13 | - | 52,346.11 |
| PRIVATE WAIVER CLEARING FUND | 431.71 | 0.05 | - | 431.76 |
| CLINIC CONSTRUCTION SERIES 2014 | 536.26 | 0.07 | - | 536.33 |
| NH ASHFORD | 29,780.43 | 578,993.16 | 194,639.83 | 414,133.76 |
| NH BROADMOOR | 47,864.92 | 391,631.50 | 289,082.26 | 150,414.16 |
| NH CRESCENT | 62,112.27 | 411,681.71 | 318,021.06 | 155,772.92 |
| NH FORT BEND | 7,927.45 | 201,570.92 | 88,442.31 | 121,056.06 |
| NH SOLERA | 52,655.07 | 470,304.60 | 312,584.52 | 210,375.15 |
| NH GOLDEN CREEK | 45,005.05 | 691,773.00 | 278,662.33 | 458,115.72 |
| NH SOLERA DACA | 0.00 | | | 0.00 |
| NH ASHFORD DACA | 0.00 | | | 0.00 |
| NH BROADMOOR DACA | 0.00 | | | 0.00 |
| NH GULF POINTE - PRIVATE PAY | 5,461.77 | 55,784.44 | 59,649.56 | 1,596.65 |
| NH GULF POINT PLAZA MEDICARE / MEDICAID | 29,334.70 | 349,308.23 | 104,357.34 | 274,285.59 |
| NH BETHANY SENIOR LIVING | 92,992.56 | 1,048,795.86 | 724,445.22 | 417,343.20 |
| NH TUSCANY LIVING | 69,994.30 | 577,669.09 | 370,181.97 | 277,480.42 |
| TOTAL MEMORIAL MEDICAL CENTER FUNDS | $ 7,477,638.53 | $ 8,638,369.94 | $ 8,952,597.39 | $ 7,163,411.08 |
| DRAINAGE DISTRICTS | | | | |
| NO. 6 | 33,415.58 | 42.56 | | $ 33,458.14 |
| NO. 8 | 151,985.95 | 539.14 | | 152,525.09 |
| NO. 10-MAINTENANCE | 187,651.52 | 39.81 | | 187,691.33 |
| NO. 11-MAINTENANCE/OPERATING | 207,710.58 | 3,852.59 | 12,227.54 | 199,335.63 |
| NO. 11-RESERVE | 225,716.86 | 27.83 | | 225,744.69 |
| TOTAL DRAINAGE DISTRICT FUNDS | $ 806,480.49 | $ 4,501.93 | $ 12,227.54 | $ 798,754.88 |
| CALHOUN COUNTY WCID #1 | | | | |
| OPERATING ACCOUNT | $ 374,632.09 | 482.76 | 9,664.96 | $ 365,449.89 |
| PAYROLL TAX | $ 450.83 | | 178.10 | $ 272.73 |
| TOTAL WCID FUNDS | $ 375,082.92 | 482.76 | 9,843.06 | $ 365,722.62 |
| CALHOUN COUNTY PORT AUTHORITY | | | | |
| MAINTENANCE AND OPERATING | $ 66,976.85 | $ 237.66 | | $ 67,214.51 |
| CALHOUN COUNTY | | | | |
| FROST BANK | $ 1,990.87 | | $ 5.00 | $ 1,985.87 |
| TOTAL MMC, DR. DIST., NAV. DIST, WCID & FROST | $ 8,728,169.66 | $ 8,643,592.29 | $ 8,974,672.99 | $ 8,397,088.96 |
| TOTAL ALL FUNDS | $ 62,913,819.80 | $ 10,823,367.15 | $ 11,506,530.70 | $ 62,230,656.25 |

# COUNTY TREASURER'S REPORT

MONTH OF: APRIL 2022

| FUND | FUND BALANCE | LESS: CERT.OF DEP/ OUTSTNDG DEP/ OTHER ITEMS | PLUS: CHECKS OUTSTANDING | BANK BALANCE |
|---|---|---|---|---|
| | BANK RECONCILIATION | | | |
| OPERATING * | $ 52,473,345.83 | 15,000,000.01 | 265,145.70 | $ 37,738,491.52 |
| OTHER | | | | |
| D A FORFEITED PROPERTY FUND | 22,199.73 | | - | 22,199.73 |
| SHERIFF NARCOTIC FORFEITURES | 30,908.55 | | 193.00 | 31,101.55 |
| CERT OF OB-CRTHSE REF SERIES 2010 | 499,640.49 | - | - | 499,640.49 |
| CERT OF OB-CRTHOUSE I&S SERIES 2012 | 675,667.46 | - | - | 675,667.46 |
| CAL. CO FEES & FINES | 131,805.23 | 30,337.64 | 16,305.25 | 117,772.84 |
| MEMORIAL MEDICAL CENTER | | | | |
| OPERATING $ | 3,519,279.98 | - | 1,267,565.50 | 4,786,845.48 |
| MONEY MARKET | 1,110,243.27 | - | - | 1,110,243.27 |
| INDIGENT HEALTHCARE | 52,346.11 | | 351.59 | 52,697.70 |
| PRIVATE WAIVER CLEARING FUND | 431.76 | - | - | 431.76 |
| CLINIC CONSTRUCTION SERIES 2014 | 536.33 | - | - | 536.33 |
| NH ASHFORD | 414,133.76 | - | - | 414,133.76 |
| NH BROADMOOR | 150,414.16 | - | - | 150,414.16 |
| NH CRESCENT | 155,772.92 | - | - | 155,772.92 |
| NH FORT BEND | 121,056.06 | - | - | 121,056.06 |
| NH SOLERA | 210,375.15 | - | - | 210,375.15 |
| NH GOLDEN CREEK | 458,115.72 | - | - | 458,115.72 |
| NH SOLERA DACA | 0.00 | - | - | 0.00 |
| NH ASHFORD DACA | 0.00 | - | - | 0.00 |
| NH BROADMOOR DACA | 0.00 | - | - | 0.00 |
| NH GULF POINT PRIVATE PAY | 1,596.65 | - | - | 1,596.65 |
| NH GULF POINTE PLAZA MEDICARE / MEDICAID | 274,285.59 | - | - | 274,285.59 |
| NH BETHANY SENIOR LIVING | 417,343.20 | - | - | 417,343.20 |
| NH TUSCANY VILLAGE | 277,480.42 | - | - | 277,480.42 |
| DRAINAGE DISTRICT: | | | | |
| NO. 6 | 33,458.14 | - | - | 33,458.14 |
| NO. 8 | 152,525.09 | - | - | 152,525.09 |
| NO. 10 MAINTENANCE | 187,691.33 | - | - | 187,691.33 |
| NO. 11 MAINTENANCE/OPERATING | 199,335.63 | - | - | 199,335.63 |
| NO. 11 RESERVE | 225,744.69 | - | - | 225,744.69 |
| CALHOUN COUNTY WCID #1 **** | | | | |
| OPERATING ACCOUNT | 365,449.89 | - | - | 365,449.89 |
| PAYROLL TAX | 272.73 | - | - | 272.73 |
| CALHOUN COUNTY PORT AUTHORITY **** | | | | |
| MAINTENANCE/OPERATING | 67,214.51 | - | - | 67,214.51 |
| CALHOUN COUNTY **** | | | | |
| FROST BANK | 1,985.87 | - | - | 1,985.87 |
| TOTALS | $ 62,230,656.25 | $ 15,030,337.65 | $ 1,549,561.04 | $ 48,749,879.64 |

**** THE DEPOSITORY FOR CALHOUN COUNTY WCID IS INTERNATIONAL BANK OF COMMERCE - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN CO. NAVIGATION DISTRICT IS FIRST NATIONAL BANK - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN COUNTY FROST IS FROST BANK - AUSTIN, TEXAS

**** EASTWEST BANK CDs - OPERATING FUND $15,019,014.76

THE DEPOSITORY FOR ALL OTHER COUNTY FUNDS IS PROSPERITY BANK, PORT LAVACA

Court costs and fees collected and reported may not be current and up-to-date due to non-compliance by other county offices. I hereby certify that the current balances are correct to all monies that have been received by the County Treasurer as of the date of this report.

Rhonda S. Kokena

RHONDA S. KOKENA
COUNTY TREASURER

10-3-2022

**Coastal and Marine**
**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**
**August 2022**

**Miles traveled:** County Vehicle 138 Personal Vehicle 98

**Selected major activities since last report**

8/2 – Meet with CCISD Teacher for Coastal Explorers Program at Middle Schools
8/3 – 4-H Sportfishing Trip to POC Little Jetty
8/10-8/15 – Vacation
8/16 – NOAA Grant Meeting with SABP for derelict vessel removal
8/17 – NOAA Grant Meeting with SABP for Crab Trap Cleanup
8/18 – TX Sea Grant Fisheries and Aquaculture Meeting
8/22 – Marine Initiative Team Meeting
8/24 – NOAA Crab Trap Meeting
8/25 – Meet with TPWD to get squid for HS teacher
8/26 – Texas Sea Grant Extension Meeting
8/29 – Pick up milkweed for garden from Formosa Ag Center
8-30 – Prep supplies for TX Adopt-a-Beach (Magnolia Beach and Swan Point Park)

**Direct Contacts by:**

| | | |
|---|---|---|
| Office: 6 | E-mail/Letters: 166 | Instagram Posts/Followers: 5/308 |
| Site: 7 | Newsletters: 0 | |
| Phone/Texts: 87 | Volunteers: 0 | |

**Major events for next month – September 2022**

September 7- AgriLife Faculty Meeting in College Station
September 8 – Calhoun SWCS/Gulf Coast Association Duck Pond Tour
September 17 – Magnolia Beach Adopt-a-Beach
September 19-20 – 4-H staff meeting = Port Aransas
September 21-23 – Texas Bays and Estuaries Meeting – Port Aransas

RJ Shelly — Name
Calhoun — County

Coastal and Marine Agent — Title
August 2022 — Date (Month-Year)

## 4-H and Youth Development
## EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
**August 2022**

**Miles traveled:** County Vehicle 0; Personal Vehicle 0

**Selected major activities since last report**

August 1 – Office Conference
August 2 – CCF Swine Clinic
August 3 – 4-H Fishing Trip
District Food Challenge Committee Meeting
August 6 – CCF Poultry Clinic
August 9 – CCF Livestock Committee Meeting
August 10 – Commissioners Court Interpretation
August 16 – CCF Sheep/Goat Progress Show
August 19 – CCF Roaster distribution
August 29 – County 4-H Council Meeting
August 31 – TAE4-HA Meeting

**Direct Contacts by:**

| | | |
|---|---|---|
| **Office**: 18 | **E-mail**: 162 | **Facebook Posts/Followers**: 16 posts/550 followers |
| **Site**: 4 | **Newsletters**: 1 | **Instagram Posts/Followers**: 4 posts/205 followers |
| **Phone/Texts**: 32 | **4-H Enrollment**: ***New 4-H Year*** 89 youth; 10 adult volunteers | |

**Major events for next month – September 2022**

September 2 – CCF Broiler distribution
September 6 – CCF Rabbit Validation
September 7 – Regional Fall Faculty Conference (Bryan, TX)
September 11 – CCF Rabbit Clinic I
September 12 – CCF Livestock Meeting
September 13 – CCF Rabbit Clinic II
September 17 – CCF Work Day; Sheep/Goat/Cattle Progress Show
September 19 – 4-H Sportfishing Day to Aransas County Nav District (Rockport, TX)
September 19-21 – D11 TAE4-HA Retreat (Port Aransas, TX)
September 22 – D11 4-H Food Challenge Meeting
September 26 – County 4-H Council Meeting
September 27 – 4-H Livestock Judging Meeting
September 28 – Commissioners Court – National 4-H Week
September 29 – YMCA Luncheon

Emilee S. DeForest Calhoun

CEA – 4-H and Youth Development August 2022

**Family and Community Health**
**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**
**August 2022**

Miles traveled: County Vehicle Personal Vehicle

Selected major activities since last report

- Meetings 1 & 23 Texas Extension Educators Association & Volunteer Steering Committee
- August 24, 26 & 31 – Strong People Strong Bodies (SPSB) morning classes resume at First United Methodist Church
- August 3 Walk Across Texas and Walk & Talk in the Pool I hope to get a lifeguard to stay longer next year
- August 9 Food Handlers Class at the Extension Office mostly for VFDs
- August 11-12 Summer District 11 TEAFCS Meeting/Retreat
- August 16-18 State AgriLife Extension Conference College Station
- August 19 Pick-up Chicks (Roasters) in College Station and bring them back for 4-H
- Aug 23 & 30 Cooking Well with Diabetes (CWWD) Program Starts at the Calhoun County Public Library in Port Lavaca
- Aug 23 Early Childhood Educator Training Class
- Aug 24 Meeting with Clarri (Human Resources) for County Lunch and Learns

Direct Contacts by:

| | | |
|---|---|---|
| Office:10 | E-mail/Letters: 450 | Facebook Page Post 39 (3 of them were over 1000) |
| Site:2 | Newsletters: 52 | Followers 586 |
| Phone/Texts: 20 | Volunteers: 2 | Facebook profile 958 friends |

Major events for next month – September 2022

- Meetings 1, 6, 9, 15, 19 & 20 Our Lady of the Gulf SAC, Calhoun County ISD School Health Advisory Committee, Healthy South Texas HUB Meeting, Senior Citizen's Board, Texas Extension Educators Association, United Way Board & Volunteer Steering Committee
- Sept 2, 7, 9, 12, 14-16, 19, 21-23, 26 & 28-30 – Strong People Strong Bodies morning classes continue at FUMC and resume on the 12th in the evening at the Extension Office. Many new members from Seadrift.
- Sept 6, 13, 20 & 27 Programming at the Calhoun County Library in Port Lavaca. CWWD and Cooking Well for Healthy Blood Pressure (CWfHBP at noon.
- Sept 7 & 8 Regional Program Planning (7th in College Station 8th Virtual)
- Sept 11 Going to Town and Country 4-H to Present Food Challenge and Food Show
- Sept 12, 14 & 22 Canning Program Calhoun and Aransas and Bee with Aransas and Bee Agent
- Sept 20 and 23 Meeting with RPL Erika Bochat (20th Virtual 23rd in person in Aransas County)
- Sept 27 Early Childhood Educator Training
- Sept 28 County Lunch and Learn Cooking Well for Healthy Blood Pressure (CWfHBP)

Karen P. Lyssy
Name

Calhoun
County

CEA – Family and Community Health
Title

August 2022
Date (Month-Year)

**CALHOUN COUNTY EXTENSION OFFICE**
**TRAVEL REPORT TO COMMISSIONER'S COURT**
**AUGUST 2022**

| Date | Travel Description* | Miles | Meals | Lodging | Other (*Listed*) |
|---|---|---|---|---|---|
| | | | | | |
| 8/3/2022 | Port O'Connor little jetty - 4H sportsfishing trip - CMR - CT | 46.0 | | | |
| 8/8/2022 | Aransas County Commissioners Court - Interpretation - CMR - PV | 96.0 | | | |
| 8/11-8/12/2022 | District 11 TEAFCS Retreat - LaGrange - FCH - CT | 240.0 | $ 25.40 | $ 138.82 | |
| 8/15/2022 | Chocolate Bayou Boat Ramp - PVC line holder installation - CMR - CT | 6.0 | | | |
| 8/18/2022 | Pick up birds for 4-H in College Staton - FCH - CT | 300.0 | | $ 152.55 | |
| 8/25/2022 | TPWD Coastal Fisheries - POC - CMR - CT | 50.0 | | | |
| 8/29/2022 | Formosa Ag Research Center - CMR - CT | 36.0 | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | **774.0** | **$ 25.40** | **$ 291.37** | |

* CT - denotes use of county truck; PV - denotes use of personal vehicle; CP - denotes agent carpooled to event; CV - denotes use of county van
CEA-AGNR denotes; CEA-4-H denotes Emilee DeForest ; CEA-FCH denotes Karen Lyssy; CEA-CMR denotes RJ Shelly

I hereby certify that this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown

Emilee DeForest
County Extension Agent
4-H & Youth Development

Karen Lyssy
County Extension Agent
Family & Community Health

R. J. Shelly
County Extension Agent
Coastal Marine Resource

**SUMMARY**
**TAX ASSESSOR-COLLECTOR'S MONTHLY REPORT**
**AUGUST 2022**

| | | COLLECTIONS | DISBURSEMENTS |
|---|---|---|---|
| **Title Certificate Fees** | | $ 6,890.00 | |
| Title Fees Paid TXDMV | | | $ 4,290.00 |
| Title Fees Paid County Treasurer Salary Fund | | | $ 2,600.00 |
| **Motor Vehicle Registration Collections** | | $ 169,182.78 | |
| **Disabled Person Fees** | | $ 55.00 | |
| **Postage** | | $ - | |
| **Global Additonal Collections** | | $ 0.27 | |
| Paid TXDMV | | | $ 139,189.54 |
| Paid TXDMV SP | | | $ 21,600.35 |
| Paid County Treasurer | | | $ - |
| Paid County Treasurer Salary Fund | | | $ 6,100.00 |
| DMV CCARDTRNSFEE | $ 2,347.89 | | $ - |
| GL Additonal Collections | $ 0.27 | | $ - |
| GLOBAL (IBC) Credit/Debit Card Fee's | | | $ 1,649.17 |
| GLOBAL Fees In Excess of Collections | | | $ 698.99 |
| MERCH SERVICES STATEMENT | | | $ - |
| **Additional Postage - Vehicle Registration** | | $ 17.90 | |
| Paid County Treasurer - Additional Postage | | | $ 17.90 |
| **Motor Vehicle Sales & Use Tax Collections** | | $ 510,080.11 | |
| Paid State Treasurer | | | $ 510,080.11 |
| **Special Road/Bridge Fees Collected** | | $ 22,590.00 | |
| Paid County Treasurer - R/B Fees | | | $ 22,590.00 |
| **Texas Parks & Wildlife Collections** | | $ 4,858.00 | |
| **TPW GLOBAL CC TRANSACTION FEES** | | $ 131.43 | |
| **GLOBAL ADDITIONAL COLLECTIONS** | | $ - | |
| Paid Texas Parks & Wildlife | | | $ 4,372.20 |
| Paid County Treasurer Salary Fund | | | $ 485.80 |
| P&W CCARDTRNSFEE | $ 131.43 | | |
| GLOBAL Additonal Collections | $ - | | |
| GLOBAL (IBC) Credit/Debit Card Fee's | | | $ 108.11 |
| GLOBAL In Excess/Shortage of Collections | | | $ 23.32 |
| **Boat/Motor Sales & Use Tax Collections** | | $ 72,151.78 | |
| Paid State Treasurer | | | $ 68,544.19 |
| Paid County Treasurer, Salary Fund | | | $ 3,607.59 |
| **TABC 5% CO COMMS FOR MONTH OF** | | $ - | |
| **TABC 5% CO COMMS FOR MONTH OF** | | $ - | |
| Paid County Treasurer, Salary Fund | | | $ - |
| **County Beer & Wine Collections** | | $ 1,810.00 | |
| Paid County Treasurer, County Beer & Wine | | | $ 1,719.50 |
| Paid County Treasurer, Salary Fund | | | $ 90.50 |
| **INTEREST EARNED ON OFFICE ACCOUNT** | | $ 26.39 | |
| **Paid County Treasurer, Nav. East** | | | $ 0.01 |
| **Paid County Treasurer, all other districts** | | | $ 26.38 |
| **INTEREST EARNED ON PARKS AND WILDLIFE ACCOUNT** | | $ 6.21 | |
| **Paid County Treasurer, Interest on P&W Acc** | | | $ 6.21 |
| **INTEREST EARNED ON REFUND ACCOUNT** | | $ 0.05 | |
| **Paid County Treasurer, Interest on Refund Acc** | | | $ 0.05 |

| | | | | |
|---|---|---|---|---|
| **Business Personal Property - Misc. Fees** | $ | 445.38 | | |
| Paid County Treasurer | | | $ | 445.38 |
| **Excess Funds** | $ | - | | |
| Paid County Treasurer | | | $ | - |
| **Overpayments** | $ | 2.48 | | |
| **Current Tax Collections** | $ | 58,473.26 | | |
| **Penalty and Interest - Current Roll** | $ | 10,409.57 | | |
| Discount for early payment of taxes | | | $ | 0.86 |
| **Delinquent Tax Collections** | $ | 9,423.65 | | |
| **Penalty & Interest - Delinquent Roll** | $ | 4,289.64 | | |
| **Collections for Delinquent Tax Attorney** | $ | 15,559.52 | | |
| Advance - FM & L Taxes | | | $ | 1.55 |
| Advance - County AdValorem Taxes | | | $ | 81,472.27 |
| Paid County Treasurer - Nav. East | | | $ | 77.87 |
| Paid County Treasurer - all other Districts | | | $ | 1,046.05 |
| Paid County Treasurer - Delinq Tax Atty. Fee | | | $ | 15,559.52 |
| **Payment in Lieu of Taxes PARKS & WILDLIFE** | $ | 604.77 | | |
| Paid County Treasurer | | | $ | 604.77 |
| | | | $ | - |
| **Special Farmers Fees Collected** | $ | 40.00 | | |
| Paid State Treasurer, Farmers Fees | | | $ | 40.00 |
| **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** | $ | 886,958.19 | | |
| **TOTAL DISBURSEMENTS** | | | $ | 886,958.19 |
| **TOTAL OF ABOVE RECEIPTS PAID TO STATE AND COUNTY** | | | $ | 886,958.19 |

Kerri Boyd

**KERRI BOYD**
**Tax Assessor-Collector**

**RICHARD H MEYER**
**County Judge**

# 18

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

PASS

# 19

19. Approval of bills and payroll. (RHM)

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

| | |
|---|---|
| **County Bills** | |
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | David Hall, Commissioner Pct 1 |
| **SECONDER:** | Gary Reese, Commissioner Pct 4 |
| **AYES:** | Judge Meyer, Commissioner Hall, Behrens, Reese |

Adjourned: 10:13 a.m.

**October 3, 2022**

**2022 APPROVAL LIST - 2022 BUDGET**

**COMMISSIONERS COURT MEETING OF** **10/03/22**

| | | | | |
|---|---|---|---|---|
| BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT **PAGE 14** | | | | $125,724.48 |
| FICA | **PAYROLL 09/30/2022** | P/R | $ | 59,159.00 |
| MEDICARE | **PAYROLL 09/30/2022** | P/R | $ | 13,835.80 |
| FWH | **PAYROLL 09/30/2022** | P/R | $ | 40,060.96 |
| NATIONWIDE RETIREMENT SOLUTIONS | **PAYROLL 09/30/2022** | P/R | $ | 3,945.00 |
| OFFICE OF THE ATTORNEY GENERAL - CHILD SUPPORT | **PAYROLL 09/30/2022** | P/R | $ | 2,202.72 |
| CENTERPOINT | **SEPTEMBER 2022 GAS BILL** | A/P | $ | 42.95 |
| VICTORIA ELECTRIC COOPERATIVE | **RB4 SEPTEMBER 2022 ELECTRIC BILL** | A/P | $ | 1,091.24 |
| VICTORIA ELECTRIC COOPERATIVE | **EMS SEPTEMBER 2022 ELECTRIC BILL** | A/P | $ | 482.15 |
| VICTORIA ELECTRIC COOPERATIVE | **POC COM CTR SEPTEMBER 2022 ELECTRIC BILL** | A/P | $ | 988.99 |
| REPUBLIC SERVICES | **TRASH BILL SEPTEMBER 2022** | A/P | $ | 950.34 |
| RAYMOND MARK SCHMIDT dba RELIABLE A/C & REFRIDGE | **RB4 ICE MACHINE REPAIR** | A/P | $ | 800.00 |
| BANK OF TEXAS | **DEBT SERVICE PAYMENTS (SERIES 2012)** | | | |

**TOTAL VENDOR DISBURSEMENTS:** $ **249,283.63**

**TOTAL AMOUNT FOR APPROVAL:** $ **249,283.63**

# MEMORIAL MEDICAL CENTER

## COMMISSIONERS COURT APPROVAL LIST FOR ---October 03, 2022

**TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES**

| | | |
|---|---|---|
| TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS | $ | 393,394.00 |
| TOTAL TRANSFERS BETWEEN FUNDS | $ | 175,677.74 |
| TOTAL NURSING HOME UPL EXPENSES | $ | 1,077,549.99 |
| TOTAL INTER-GOVERNMENT TRANSFERS | $ | - |
| GRAND TOTAL DISBURSEMENTS APPROVED October 03, 2022 | $ | 1,646,621.73 |

# MEMORIAL MEDICAL CENTER

## COMMISSIONERS COURT APPROVAL LIST FOR ---October 03, 2022

| | | | |
|---|---|---|---|
| **PAYABLES AND PAYROLL** | | | |
| 9/29/2022 | Weekly Payables | 380,841.63 | |
| 9/29/2022 | Patient Refunds | 10,724.80 | |
| 9/30/2022 | Payroll Liabilities for supplemental payroll-Payroll Taxes | 491.57 | |
| 9/30/2022 | Supplemental Payroll | 940.75 | |
| | **Prosperity Electronic Bank Payments** | | |
| 9/30/220 | Pay Plus-Patient Claims Processing Fee | 395.25 | |
| **TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS** | | | **$ 393,394.00** |
| **TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES** | | | |
| 9/29/2022 | MMC Operating to Solera-correction of NH insurance payment deposited into MMC Operating | 2,227.50 | |
| 9/29/2022 | MMC Operating to Fort bend-correction of NH insurance payment deposited into MMC Operating | 39.52 | |
| 9/29/2022 | MMC Operating to Broadmoor-correction of NH insurance payment deposited into MMC Operating | 61,875.22 | |
| 9/29/2022 | MMC Operating to Crescent-correction of NH insurance payment deposited into MMC Operating in error | 4,800.00 | |
| 9/29/2022 | MMC Operating to Golden Creek-correction of NH insurance payment deposited into MMC Operating in error | 426.47 | |
| 9/29/2022 | MMC Operating to Gulf Pointe Plaza -correction of NH insurance payment deposited into MMC Operating | 23,262.94 | |
| 9/29/2022 | MMC Operating to Tuscany Village-correction of NH insurance payment deposited into MMC Operating | 31,585.62 | |
| 9/29/2022 | MMC Operating to Bethany-correction of NH insurance payment deposited into MMC Operating in error | 51,460.47 | |
| **TOTAL TRANSFERS BETWEEN FUNDS** | | | **$ 175,677.74** |
| **NURSING HOME UPL EXPENSES** | | | |
| 9/30/2022 | Nursing Home UPL-Cantex Transfer | 563,969.78 | |
| 9/30/2022 | Nursing Home UPL-Nexion Transfer | 89,116.31 | |
| 9/30/2022 | Nursing Home UPL-HMG Transfer | 161,267.49 | |
| 9/30/2022 | Nursing Home UPL-Tuscany Transfer | 86,312.44 | |
| 9/30/2022 | Nursing Home UPL-HSL Transfer | 176,883.97 | |
| **TOTAL NURSING HOME UPL EXPENSES** | | | **$ 1,077,549.99** |
| **TOTAL INTER-GOVERNMENT TRANSFERS** | | | **$ -** |
| **GRAND TOTAL DISBURSEMENTS APPROVED October 03, 2022** | | | **$ 1,646,621.73** |

RECEIVED BY THE
COUNTY AUDITOR ON

09/29/2022 SEP 29 2022
12:16

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Due Dates Through: 10/20/2022

0
ap_open_invoice.template

| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| A1680 | AIRGAS USA, LLC - CENTRAL DIV | | | | M | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 9129800695 | | 09/28/20 | 09/08/20 | 10/03/20 | | 6.34 | 0.00 | 0.00 | 6.34 |
| | | SUPPLIES | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | A1680 | AIRGAS USA, LLC - CENTRAL DIV | | | | 6.34 | 0.00 | 0.00 | 6.34 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| A1705 | ALIMED INC. | | | | M | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | RPSV03892837 | | 09/28/20 | 09/21/20 | 10/06/20 | | 64.75 | 0.00 | 0.00 | 64.75 |
| | | SUPPLIES | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | A1705 | ALIMED INC. | | | | 64.75 | 0.00 | 0.00 | 64.75 |
| 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 |
| | 3106049824 | | 09/26/20 | 09/15/20 | 09/21/20 | | 29.58 | 0.00 | 0.00 | 29.58 |
| | | INVENTORY | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | A1360 | AMERISOURCEBERGEN DRUG CORP | | | | 29.58 | 0.00 | 0.00 | 29.58 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| A2600 | AUTO PARTS & MACHINE CO. | | | | W | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 992607 | | 09/28/20 | 09/14/20 | 09/29/20 | | 253.98 | 0.00 | 0.00 | 253.98 |
| | | SUPPLIES | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | A2600 | AUTO PARTS & MACHINE CO. | | | | 253.98 | 0.00 | 0.00 | 253.98 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| B1150 | BAXTER HEALTHCARE | | | | W | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 76226386 | | 09/01/20 | 08/23/20 | 09/17/20 | | 591.50 | 0.00 | 0.00 | 591.50 |
| | | SUPPLIES | | | | | | | | |
| | 76531404 | | 09/28/20 | 09/19/20 | 10/14/20 | | 693.66 | 0.00 | 0.00 | 693.66 |
| | | SUPPLIES | | | | | | | | |
| | 76544111 | | 09/28/20 | 09/20/20 | 10/15/20 | | 330.64 | 0.00 | 0.00 | 330.64 |
| | | SUPPLIES | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | B1150 | BAXTER HEALTHCARE | | | | 1,615.80 | 0.00 | 0.00 | 1,615.80 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| M2485 | BAYER HEALTHCARE | | | | M | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 6010154440 | | 09/28/20 | 09/12/20 | 09/28/20 | | 1,017.60 | 0.00 | 0.00 | 1,017.60 |
| | | SUPPLIES | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | M2485 | BAYER HEALTHCARE | | | | 1,017.60 | 0.00 | 0.00 | 1,017.60 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| 10024 | BECTON, DICKINSON & CO (BD) | | | | | | | | | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 9110267731 | SUPPLIES | 09/28/20 | 09/11/20 | 10/11/20 | | | 241.75 | 0.00 | 0.00 | 241.75 |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 10024 | BECTON, DICKINSON & CO (BD) | 241.75 | 0.00 | 0.00 | 241.75 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| 14753 | BIOMERIEUX, INC | | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 1212789469 | SUPPLIES | 09/28/20 | 05/02/20 | 06/02/20 | | | 23,616.14 | 0.00 | 0.00 | 23,616.14 |
| 1217250114 | TORCH WARRANTY | 09/28/20 | 07/18/20 | 08/18/20 | | | 19,740.00 | 0.00 | 0.00 | 19,740.00 |
| 1212854895 | SUPPLIES | 09/28/20 | 08/16/20 | 09/16/20 | | | 23,615.23 | 0.00 | 0.00 | 23,615.23 |
| 1212875398 | SUPPLIES | 09/28/20 | 09/19/20 | 10/19/20 | | | 41,208.76 | 0.00 | 0.00 | 41,208.76 |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 14753 | BIOMERIEUX, INC | 108,180.13 | 0.00 | 0.00 | 108,180.13 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| B0437 | C R BARD INC | M | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 84366651 | SUPPLIES | 09/01/20 | 06/13/20 | 07/13/20 | | | 3,250.00 | 0.00 | 0.00 | 3,250.00 |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | B0437 | C R BARD INC | 3,250.00 | 0.00 | 0.00 | 3,250.00 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| 14064 | CAPITAL ONE | | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 1644240470 | SUPPLIES | 09/28/20 | 09/19/20 | 10/15/20 | | | 392.88 | 0.00 | 0.00 | 392.88 |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 14064 | CAPITAL ONE | 392.88 | 0.00 | 0.00 | 392.88 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 10019459081 | INVENTORY | 09/26/20 | 09/11/20 | 10/11/20 | | | 2.00 | 0.00 | 0.00 | 2.00 |
| 10019459073 | INVENTORY | 09/26/20 | 09/11/20 | 10/11/20 | | | 1,788.00 | 0.00 | 0.00 | 1,788.00 |

| 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 |
|---|---|---|---|
| 14236 | CARRIER CORPORATION | | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 90197647 | CHILLER RENTAL | 09/26/20 | 05/18/20 | 06/17/20 | | | 12,830.00 | 0.00 | 0.00 | 12,830.00 |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 14236 | CARRIER CORPORATION | 12,830.00 | 0.00 | 0.00 | 12,830.00 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| 13264 | CERVEY, LLC | | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 18025 | | 09/26/20 | 09/14/20 | 10/09/20 | | 1,699.00 | 0.00 | 0.00 | 1,699.00 |
| | LICENSE | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | 13264 | CERVEY, LLC | | | | 1,699.00 | 0.00 | 0.00 | 1,699.00 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |
| 11202 | CFI MECHANICAL INC | | | | | | | | |
| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| SD17565 | | 09/26/20 | 09/14/20 | 10/14/20 | | 1,259.50 | 0.00 | 0.00 | 1,259.50 |
| | LABOR/MATERIAL | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | 11202 | CFI MECHANICAL INC | | | | 1,259.50 | 0.00 | 0.00 | 1,259.50 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |
| 12768 | CHEMAQUA | | | | | | | | |
| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| 7933265 | | 09/28/20 | 09/10/20 | 09/20/20 | | 565.43 | 0.00 | 0.00 | 565.43 |
| | WATER TREATMENT | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | 12768 | CHEMAQUA | | | | 565.43 | 0.00 | 0.00 | 565.43 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |
| C1600 | CITIZENS MEDICAL CENTER | | | | W | | | | |
| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| 20221 | | 09/29/20 | 09/15/20 | 10/01/20 | | 62,279.80 | 0.00 | 0.00 | 62,279.80 |
| | ANESTHESIA PROF FEES | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | C1600 | CITIZENS MEDICAL CENTER | | | | 62,279.80 | 0.00 | 0.00 | 62,279.80 |
| 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 |
| 091922B | | 09/26/20 | 09/19/20 | 10/05/20 | | 8,811.30 | 0.00 | 0.00 | 8,811.30 |
| | WATER | | | | | | | | |
| 091922A | | 09/26/20 | 09/19/20 | 10/05/20 | | 27.04 | 0.00 | 0.00 | 27.04 |
| | WATER | | | | | | | | |
| 091922 | | 09/26/20 | 09/19/20 | 10/05/20 | | 104.00 | 0.00 | 0.00 | 104.00 |
| | WATER | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | C1730 | CITY OF PORT LAVACA | | | | 8,942.34 | 0.00 | 0.00 | 8,942.34 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |
| 11029 | COASTAL REFRIGERATION | | | | | | | | |
| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| 5114547 | | 09/28/20 | 09/13/20 | 10/13/20 | | 7,355.40 | 0.00 | 0.00 | 7,355.40 |
| | BLOWER COIL/LABOR MATER | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | 11029 | COASTAL REFRIGERATION | | | | 7,355.40 | 0.00 | 0.00 | 7,355.40 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |
| 14080 | CORROHEALTH, INC. | | | | | | | | |
| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| 758652 | | 09/26/20 | 08/31/20 | 09/30/20 | | 2,283.30 | 0.00 | 0.00 | 2,283.30 |
| | CODING SERVICES | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | 14080 | CORROHEALTH, INC. | | | | 2,283.30 | 0.00 | 0.00 | 2,283.30 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |

C1443 CYGNUS MEDICAL LLC M

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 389864 | | 09/28/20 | 09/20/20 | 10/20/20 | | | 419.00 | 0.00 | 0.00 | 419.00 |
| | SUPPLIES | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | C1443 | CYGNUS MEDICAL LLC | 419.00 | 0.00 | 0.00 | 419.00 |

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 6924270 | | 09/15/20 | 09/01/20 | 09/26/20 | | | 988.63 | 0.00 | 0.00 | 988.63 |
| | SUPPLIES | | | | | | | | | |
| 6938171 | | 09/26/20 | 09/20/20 | 10/15/20 | | | 200.00 | 0.00 | 0.00 | 200.00 |
| | SUPPLIES | | | | | | | | | |
| 6951120 | | 09/27/20 | 09/23/20 | 10/18/20 | | | 1.92 | 0.00 | 0.00 | 1.92 |
| | SUPPLIES | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 10368 | DEWITT POTH & SON | 1,190.55 | 0.00 | 0.00 | 1,190.55 |

Vendor# Vendor Name Class Pay Code

11291 DOWELL PEST CONTROL

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 12340 | | 09/28/20 | 09/27/20 | 09/27/20 | | | 105.00 | 0.00 | 0.00 | 105.00 |
| | PEST CONTRL | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 11291 | DOWELL PEST CONTROL | 105.00 | 0.00 | 0.00 | 105.00 |

Vendor# Vendor Name Class Pay Code

12044 DRIESSEN WATER INC. (CULLIGAN)

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 08312022 | | 09/26/20 | 08/31/20 | 09/22/20 | | | 507.15 | 0.00 | 0.00 | 507.15 |
| | WATER | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 12044 | DRIESSEN WATER INC. (CULLIGAN) | 507.15 | 0.00 | 0.00 | 507.15 |

Vendor# Vendor Name Class Pay Code

11046 E-MDS, INC

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 520936 | | 09/28/20 | 09/16/20 | 10/16/20 | | | 12,011.00 | 0.00 | 0.00 | 12,011.00 |
| | QTRY SUBSCRIPTION JUNE-A | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 11046 | E-MDS, INC | 12,011.00 | 0.00 | 0.00 | 12,011.00 |

Vendor# Vendor Name Class Pay Code

F1050 FASTENAL COMPANY M

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| TXPOT253085 | | 09/28/20 | 09/07/20 | 10/07/20 | | | 41.30 | 0.00 | 0.00 | 41.30 |
| | SUPPLIES | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | F1050 | FASTENAL COMPANY | 41.30 | 0.00 | 0.00 | 41.30 |

Vendor# Vendor Name Class Pay Code

F1100 FEDERAL EXPRESS CORP. W

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 780416683 | | 09/26/20 | 06/30/20 | 07/25/20 | | | 20.31 | 0.00 | 0.00 | 20.31 |
| | FREIGHT | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | F1100 | FEDERAL EXPRESS CORP. | | | | 20.31 | 0.00 | 0.00 | 20.31 |
| 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 |
| | 6019575 | | 09/26/20 | 08/31/20 | 09/25/20 | | 29.60 | 0.00 | 0.00 | 29.60 |
| | | SUPPLIES | | | | | | | | |
| | 6065454 | | 09/26/20 | 09/01/20 | 09/26/20 | | 781.56 | 0.00 | 0.00 | 781.56 |
| | | SUPPLIES | | | | | | | | |
| | 6146095 | | 09/26/20 | 09/06/20 | 10/01/20 | | 96.17 | 0.00 | 0.00 | 96.17 |
| | | SUPPLIES | | | | | | | | |
| | 6188622 | | 09/26/20 | 09/07/20 | 10/02/20 | | 96.17 | 0.00 | 0.00 | 96.17 |
| | | SUPPLIES | | | | | | | | |
| | 6273700 | | 09/28/20 | 09/09/20 | 10/04/20 | | 312.37 | 0.00 | 0.00 | 312.37 |
| | | SUPPLIES | | | | | | | | |
| | 6273701 | | 09/28/20 | 09/09/20 | 10/04/20 | | 190.26 | 0.00 | 0.00 | 190.26 |
| | | SUPPLIES | | | | | | | | |
| | 6360618 | | 09/28/20 | 09/13/20 | 10/08/20 | | 711.08 | 0.00 | 0.00 | 711.08 |
| | | SUPPLIES | | | | | | | | |
| | 6360619 | | 09/28/20 | 09/13/20 | 10/08/20 | | 207.16 | 0.00 | 0.00 | 207.16 |
| | | SUPPLIES | | | | | | | | |
| | 6404046 | | 09/28/20 | 09/14/20 | 10/09/20 | | 498.20 | 0.00 | 0.00 | 498.20 |
| | | SUPPLIES | | | | | | | | |
| | 6447853 | | 09/28/20 | 09/15/20 | 10/10/20 | | 1,169.31 | 0.00 | 0.00 | 1,169.31 |
| | | SUPPLIES | | | | | | | | |
| | 6528001 | | 09/28/20 | 09/19/20 | 10/14/20 | | 937.11 | 0.00 | 0.00 | 937.11 |
| | | SUPPLIES | | | | | | | | |
| | 6528003 | | 09/28/20 | 09/19/20 | 10/14/20 | | 156.64 | 0.00 | 0.00 | 156.64 |
| | | SUPPLIES | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | F1400 | FISHER HEALTHCARE | | | | 5,185.63 | 0.00 | 0.00 | 5,185.63 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| 10642 | GLAXOSMITHKLINE PHARMACUETICAL | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D Pay | Gross | Discount | No-Pay | Net |
| | 8253790827 | | 09/26/20 | 08/11/20 | 10/11/20 | | 561.76 | 0.00 | 0.00 | 561.76 |
| | | INVENTORY | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 10642 | GLAXOSMITHKLINE PHARMACUETICAL | | | | 561.76 | 0.00 | 0.00 | 561.76 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| G1210 | GULF COAST PAPER COMPANY | | | | M | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D Pay | Gross | Discount | No-Pay | Net |
| | 2282558 | | 09/15/20 | 09/06/20 | 10/06/20 | | 1,185.77 | 0.00 | 0.00 | 1,185.77 |
| | | SUPPLIES | | | | | | | | |
| | 2286298 | | 09/26/20 | 09/13/20 | 10/13/20 | | 442.72 | 0.00 | 0.00 | 442.72 |
| | | SUPPLIES | | | | | | | | |
| | 2289719 | | 09/26/20 | 09/20/20 | 10/20/20 | | 75.96 | 0.00 | 0.00 | 75.96 |
| | | SUPPLIES | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | G1210 | GULF COAST PAPER COMPANY | | | | 1,704.45 | 0.00 | 0.00 | 1,704.45 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| 10804 | HEALTHCARE CODING & CONSULTING | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D Pay | Gross | Discount | No-Pay | Net |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 12909 | | 09/28/20 | 08/31/20 | 09/30/20 | | 707.25 | 0.00 | 0.00 | 707.25 |
| CODING AUG 22 | | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | 10804 | HEALTHCARE CODING & CONSULTING | | | | 707.25 | 0.00 | 0.00 | 707.25 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |
| 10829 | HEALTHSTREAM, INC. | | | | | | | | |
| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| 0300373 | | 09/26/20 | 08/31/20 | 09/30/20 | | 4,042.95 | 0.00 | 0.00 | 4,042.95 |
| PORTAL/MAINT/SUPPORT | | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | 10829 | HEALTHSTREAM, INC. | | | | 4,042.95 | 0.00 | 0.00 | 4,042.95 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |
| 10834 | JACKSON & CARTER, PLLC | | | | | | | | |
| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| 3073 | | 09/28/20 | 09/15/20 | 10/15/20 | | 2,275.00 | 0.00 | 0.00 | 2,275.00 |
| LEGAL SERVICES | | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | 10834 | JACKSON & CARTER, PLLC | | | | 2,275.00 | 0.00 | 0.00 | 2,275.00 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |
| L1005 | LAERDAL MEDICAL CORPORATION | | | | | | | | |
| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| 2000033999 | | 09/26/20 | 07/12/20 | 08/12/20 | | 100.00 | 0.00 | 0.00 | 100.00 |
| SUPPLIES | | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | L1005 | LAERDAL MEDICAL CORPORATION | | | | 100.00 | 0.00 | 0.00 | 100.00 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |
| 11141 | MEDICAL DATA SYSTEMS, INC. | | | | | | | | |
| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| 174411 | | 09/28/20 | 08/31/20 | 09/25/20 | | 3,039.09 | 0.00 | 0.00 | 3,039.09 |
| COLLECTIONS | | | | | | | | | |
| 174412 | | 09/28/20 | 08/31/20 | 09/25/20 | | 549.37 | 0.00 | 0.00 | 549.37 |
| COLLECTIONS | | | | | | | | | |
| 174410 | | 09/28/20 | 08/31/20 | 09/25/20 | | 1,075.43 | 0.00 | 0.00 | 1,075.43 |
| COLLECTIONS | | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | 11141 | MEDICAL DATA SYSTEMS, INC. | | | | 4,663.89 | 0.00 | 0.00 | 4,663.89 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |
| 10613 | MEDIMPACT HEALTHCARE SYS, INC. | | | | A/P | | | | |
| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| 30583411 | | 09/28/20 | 09/26/20 | 10/06/20 | | 38.67 | 0.00 | 0.00 | 38.67 |
| INDIGENT | | | | | | | | | |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | 10613 | MEDIMPACT HEALTHCARE SYS, INC. | | | | 38.67 | 0.00 | 0.00 | 38.67 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | |
| M2470 | MEDLINE INDUSTRIES INC | | | | M | | | | |
| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| 2220201073 | | 09/01/20 | 07/18/20 | 08/12/20 | | 81.57 | 0.00 | 0.00 | 81.57 |
| SUPPLIES | | | | | | | | | |
| 2222678051 | | 09/01/20 | 08/02/20 | 08/27/20 | | 134.15 | 0.00 | 0.00 | 134.15 |
| SUPPLIES | | | | | | | | | |
| 2227474490 | | 09/14/20 | 09/05/20 | 09/30/20 | | 1,365.41 | 0.00 | 0.00 | 1,365.41 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | SUPPLIES | | | | | | | |
| 2227474489 | | 09/14/20 | 09/05/20 | 09/30/20 | 957.24 | 0.00 | 0.00 | 957.24 |
| | SUPPLIES | | | | | | | |
| 2227620699 | | 09/20/20 | 09/07/20 | 10/02/20 | 22.81 | 0.00 | 0.00 | 22.81 |
| | SUPPLIES | | | | | | | |
| 2227929033 | | 09/20/20 | 09/08/20 | 10/03/20 | 4,132.58 | 0.00 | 0.00 | 4,132.58 |
| | SUPPLIES | | | | | | | |
| 2227474488 | | 09/27/20 | 09/05/20 | 09/30/20 | 15,299.51 | 0.00 | 0.00 | 15,299.51 |
| | SUPPLIES | | | | | | | |
| 2227871364 | | 09/27/20 | 09/08/20 | 10/03/20 | -1,123.72 | 0.00 | 0.00 | -1,123.72 |
| | CREDIT | | | | | | | |
| 2228581415 | | 09/28/20 | 09/14/20 | 10/09/20 | 82.62 | 0.00 | 0.00 | 82.62 |
| | SUPPLIES | | | | | | | |
| 2228693818 | | 09/28/20 | 09/14/20 | 10/09/20 | 233.83 | 0.00 | 0.00 | 233.83 |
| | SUPPLIES | | | | | | | |
| 2228693819 | | 09/28/20 | 09/14/20 | 10/09/20 | 908.70 | 0.00 | 0.00 | 908.70 |
| | SUPPLIES | | | | | | | |
| 2228581411 | | 09/28/20 | 09/14/20 | 10/09/20 | 60.79 | 0.00 | 0.00 | 60.79 |
| | SUPPLIES | | | | | | | |
| 2228581412 | | 09/28/20 | 09/14/20 | 10/09/20 | 44.44 | 0.00 | 0.00 | 44.44 |
| | SUPPLIES | | | | | | | |
| 2228581414 | | 09/28/20 | 09/14/20 | 10/09/20 | 3,499.91 | 0.00 | 0.00 | 3,499.91 |
| | SUPPLIES | | | | | | | |
| 2228581413 | | 09/28/20 | 09/14/20 | 10/09/20 | 741.34 | 0.00 | 0.00 | 741.34 |
| | SUPPLIES | | | | | | | |
| 2228581410 | | 09/28/20 | 09/14/20 | 10/09/20 | 263.79 | 0.00 | 0.00 | 263.79 |
| | SUPPLIES | | | | | | | |
| 2229255113 | | 09/28/20 | 09/17/20 | 10/12/20 | 22.32 | 0.00 | 0.00 | 22.32 |
| | SUPPLIES | | | | | | | |
| 2229296757 | | 09/28/20 | 09/18/20 | 10/13/20 | -4.00 | 0.00 | 0.00 | -4.00 |
| | CREDIT 228581410 | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | M2470 | MEDLINE INDUSTRIES INC | 26,723.29 | 0.00 | 0.00 | 26,723.29 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| 12204 | MEMORIAL MEDICAL CENTER | | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 092022 | | 09/26/20 | 09/20/20 | 09/28/20 | | | 18.95 | 0.00 | 0.00 | 18.95 |
| | PETTY CASH (ultrv#-L) | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 12204 | MEMORIAL MEDICAL CENTER | 18.95 | 0.00 | 0.00 | 18.95 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| M2685 | MICROTEK MEDICAL INC | M | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 5174279 | | 09/28/20 | 01/31/20 | 02/28/20 | | | 326.00 | 0.00 | 0.00 | 326.00 |
| | SUPPLIES | | | | | | | | | |
| 526181 | | 09/28/20 | 06/20/20 | 07/20/20 | | | 176.04 | 0.00 | 0.00 | 176.04 |
| | SUPPLIES | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | M2685 | MICROTEK MEDICAL INC | 502.04 | 0.00 | 0.00 | 502.04 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 8654462 | INVENTORY | 09/26/20 | 09/14/20 | 09/24/20 | | 281.37 | 0.00 | 0.00 | 281.37 |
| 8651127 | INVENTORY | 09/26/20 | 09/14/20 | 09/24/20 | | 5,760.31 | 0.00 | 0.00 | 5,760.31 |
| 8654461 | INVENTORY | 09/26/20 | 09/14/20 | 09/24/20 | | 11.25 | 0.00 | 0.00 | 11.25 |
| 8654460 | INVENTORY | 09/26/20 | 09/14/20 | 09/24/20 | | 59.38 | 0.00 | 0.00 | 59.38 |
| 8658901 | INVENTORY | 09/26/20 | 09/15/20 | 09/25/20 | | 118.05 | 0.00 | 0.00 | 118.05 |
| 8658087 | INVENTORY | 09/26/20 | 09/15/20 | 09/25/20 | | 15.01 | 0.00 | 0.00 | 15.01 |
| 8656225 | INVENTORY | 09/26/20 | 09/15/20 | 09/25/20 | | 498.83 | 0.00 | 0.00 | 498.83 |
| 8656226 | INVENTORY | 09/26/20 | 09/15/20 | 09/25/20 | | 128.66 | 0.00 | 0.00 | 128.66 |
| 8656224 | INVENTORY | 09/26/20 | 09/15/20 | 09/25/20 | | 905.90 | 0.00 | 0.00 | 905.90 |
| 8658900 | INVENTORY | 09/26/20 | 09/15/20 | 09/25/20 | | 34.01 | 0.00 | 0.00 | 34.01 |
| 8656227 | INVENTORY | 09/26/20 | 09/15/20 | 09/25/20 | | 2,251.56 | 0.00 | 0.00 | 2,251.56 |
| 8665745 | INVENTORY | 09/26/20 | 09/18/20 | 09/28/20 | | 34.11 | 0.00 | 0.00 | 34.11 |
| 8665746 | INVENTORY | 09/26/20 | 09/18/20 | 09/28/20 | | 54.82 | 0.00 | 0.00 | 54.82 |
| 8667184 | INVENTORY | 09/26/20 | 09/19/20 | 09/29/20 | | 4,361.03 | 0.00 | 0.00 | 4,361.03 |
| 8667185 | INVENTORY | 09/26/20 | 09/19/20 | 09/29/20 | | 14,395.61 | 0.00 | 0.00 | 14,395.61 |
| 8667186 | INVENTORY | 09/26/20 | 09/19/20 | 09/29/20 | | 1,654.16 | 0.00 | 0.00 | 1,654.16 |
| 8669656 | INVENTORY | 09/26/20 | 09/19/20 | 09/29/20 | | 2,941.80 | 0.00 | 0.00 | 2,941.80 |
| 8672328 | INVENTORY | 09/26/20 | 09/20/20 | 09/30/20 | | 1,280.99 | 0.00 | 0.00 | 1,280.99 |
| 8672326 | INVENTORY | 09/26/20 | 09/20/20 | 09/30/20 | | 131.49 | 0.00 | 0.00 | 131.49 |
| 8674761 | INVENTORY | 09/26/20 | 09/20/20 | 09/30/20 | | 330.14 | 0.00 | 0.00 | 330.14 |
| 8672325 | INVENTORY | 09/26/20 | 09/20/20 | 09/30/20 | | 4.76 | 0.00 | 0.00 | 4.76 |
| 8672327 | INVENTORY | 09/26/20 | 09/20/20 | 09/30/20 | | 17.57 | 0.00 | 0.00 | 17.57 |
| 8674760 | INVENTORY | 09/26/20 | 09/20/20 | 09/30/20 | | 441.75 | 0.00 | 0.00 | 441.75 |
| 8672329 | INVENTORY | 09/26/20 | 09/20/20 | 09/30/20 | | 23.79 | 0.00 | 0.00 | 23.79 |
| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | 10536 | MORRIS & DICKSON CO, LLC | | | | 35,736.35 | 0.00 | 0.00 | 35,736.35 |

| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| M2659 | MXR IMAGING, INC | | | | M | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 8800944142 | | 09/28/20 | 09/13/20 | 10/13/20 | | 156.76 | 0.00 | 0.00 | 156.76 |
| | | SUPPLIES | | | | | | | | |
| | 8800944544 | | 09/28/20 | 09/14/20 | 10/14/20 | | 529.13 | 0.00 | 0.00 | 529.13 |
| | | SUPPLIES | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | M2659 | MXR IMAGING, INC | | | | 685.89 | 0.00 | 0.00 | 685.89 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| 13548 | NACOGDOCHES TRANSCRIPTION | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 7829 | | 09/27/20 | 09/26/20 | 10/06/20 | | 224.98 | 0.00 | 0.00 | 224.98 |
| | | TRANSCRIPTION (8/3 - 9/16/22) | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 13548 | NACOGDOCHES TRANSCRIPTION | | | | 224.98 | 0.00 | 0.00 | 224.98 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| 13624 | NEXION HEALTH AT NAVASOTA INC | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 20220902 | | 09/28/20 | 09/01/20 | 09/30/20 | | 1,000.00 | 0.00 | 0.00 | 1,000.00 |
| | | TELEMED REIMBURSEMENT | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 13624 | NEXION HEALTH AT NAVASOTA INC | | | | 1,000.00 | 0.00 | 0.00 | 1,000.00 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| O0920 | OFFICE DEPOT | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 261279246001 | | 09/28/20 | 08/16/20 | 09/16/20 | | 219.42 | 0.00 | 0.00 | 219.42 |
| | | SUPPLIES | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | O0920 | OFFICE DEPOT | | | | 219.42 | 0.00 | 0.00 | 219.42 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| O1416 | ORTHO CLINICAL DIAGNOSTICS | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 1852587783 | | 09/26/20 | 09/12/20 | 10/12/20 | | 752.16 | 0.00 | 0.00 | 752.16 |
| | | SUPPLIES | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | O1416 | ORTHO CLINICAL DIAGNOSTICS | | | | 752.16 | 0.00 | 0.00 | 752.16 |
| 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 |
| | 1021464097 | | 09/26/20 | 09/09/20 | 10/09/20 | | 253.92 | 0.00 | 0.00 | 253.92 |
| | | POSTAGE | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | P1800 | PITNEY BOWES INC | | | | 253.92 | 0.00 | 0.00 | 253.92 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| 12708 | POC ELECTRIC, LLC | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 3630 | | 09/26/20 | 09/18/20 | 09/18/20 | | 400.00 | 0.00 | 0.00 | 400.00 |
| | | REPLACE DRYER RECEPTACI | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 12708 | POC ELECTRIC, LLC | | | | 400.00 | 0.00 | 0.00 | 400.00 |

| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 12480 | PRO ENERGY PARTNERS LP | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 22080600 | ENERGY | 09/28/20 | 08/31/20 | 09/15/20 | | 3,353.48 | 0.00 | 0.00 | 3,353.48 |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 12480 | PRO ENERGY PARTNERS LP | | | | 3,353.48 | 0.00 | 0.00 | 3,353.48 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| 11080 | RADSOURCE | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | SC32691022 | SERVICE AGREEMENT | 09/28/20 | 09/16/20 | 10/11/20 | | 1,708.33 | 0.00 | 0.00 | 1,708.33 |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 11080 | RADSOURCE | | | | 1,708.33 | 0.00 | 0.00 | 1,708.33 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| 11251 | RAPID PRINTING LLC | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 15200 | BANNER | 09/26/20 | 09/22/20 | 10/02/20 | | 257.50 | 0.00 | 0.00 | 257.50 |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 11251 | RAPID PRINTING LLC | | | | 257.50 | 0.00 | 0.00 | 257.50 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| 13460 | RELIANT, DEPT 0954 | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 3040014190709 | ELECTRICITY | 09/27/20 | 09/19/20 | 10/19/20 | | 30,063.50 | 0.00 | 0.00 | 30,063.50 |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 13460 | RELIANT, DEPT 0954 | | | | 30,063.50 | 0.00 | 0.00 | 30,063.50 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| 11764 | ROBERT RODRIQUEZ | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 092122 | REIMBURSEMENT (travel to Sam's, HEB, etc.) 9/21/22 | 09/26/20 | 09/21/20 | 09/21/20 | | 60.75 | 0.00 | 0.00 | 60.75 |
| | 092622 | REIMBURSEMENT (travel to Sams HEB,) 9/25/22 | 09/27/20 | 09/26/20 | 09/26/20 | | 24.25 | 0.00 | 0.00 | 24.25 |
| | 092822 | REMIBURSMENT ( supplies) | 09/28/20 | 09/28/20 | 09/28/20 | | 57.55 | 0.00 | 0.00 | 57.55 |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 11764 | ROBERT RODRIQUEZ | | | | 142.55 | 0.00 | 0.00 | 142.55 |
| 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 |
| | 092022 | SUPPLIES | 09/28/20 | 09/20/20 | 10/08/20 | | 690.95 | 0.00 | 0.00 | 690.95 |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | S0900 | SAM'S CLUB DIRECT | | | | 690.95 | 0.00 | 0.00 | 690.95 |
| Vendor# | Vendor Name | | | | Class | Pay Code | | | | |
| S1700 | SHARN INC | | | | M | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | IN01734499 | SUPPLIES | 09/01/20 | 08/05/20 | 08/24/20 | | 83.33 | 0.00 | 0.00 | 83.33 |

| Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|
| | S1700 | SHARN INC | | | | 83.33 | 0.00 | 0.00 | 83.33 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| 10936 | SIEMENS FINANCIAL SERVICES | | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 56382200050483 | RENTAL | 09/28/20 | 08/02/20 | 09/02/20 | | | 4,038.24 | 0.00 | 0.00 | 4,038.24 |
| 56382200059191 | RENTAL | 09/28/20 | 09/24/20 | 10/14/20 | | | 4,038.24 | 0.00 | 0.00 | 4,038.24 |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 10936 | SIEMENS FINANCIAL SERVICES | 8,076.48 | 0.00 | 0.00 | 8,076.48 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 278989 | ADVERTISING | 09/27/20 | 09/16/20 | 09/26/20 | | | 400.00 | 0.00 | 0.00 | 400.00 |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 10699 | SIGN AD, LTD. | 400.00 | 0.00 | 0.00 | 400.00 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| S2220 | SKIP'S RESTAURANT EQUIPMENT | W | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 451528 | LABOR | 09/28/20 | 08/29/20 | 09/13/20 | | | 270.00 | 0.00 | 0.00 | 270.00 |
| 451551 | LABOR/SUPPLIES | 09/28/20 | 09/09/20 | 09/28/20 | | | 592.55 | 0.00 | 0.00 | 592.55 |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | S2220 | SKIP'S RESTAURANT EQUIPMENT | 862.55 | 0.00 | 0.00 | 862.55 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| S2694 | STANFORD VACUUM SERVICE | M | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 393162 | GREASE TRAP | 09/27/20 | 09/26/20 | 10/15/20 | | | 550.00 | 0.00 | 0.00 | 550.00 |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | S2694 | STANFORD VACUUM SERVICE | 550.00 | 0.00 | 0.00 | 550.00 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| S2830 | STRYKER SALES CORP | M | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 9202945258 | SUPPLIES | 09/26/20 | 09/16/20 | 10/16/20 | | | 730.36 | 0.00 | 0.00 | 730.36 |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | S2830 | STRYKER SALES CORP | 730.36 | 0.00 | 0.00 | 730.36 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| S2834 | STRYKER SALES CORP | M | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 677525A | SUPPLIES | 09/28/20 | 09/28/20 | 10/28/20 | | | 94.80 | 0.00 | 0.00 | 94.80 |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | S2834 | STRYKER SALES CORP | 94.80 | 0.00 | 0.00 | 94.80 |

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| 12476 | SUN LIFE FINANCIAL | | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 090122 | | 09/27/20 | 09/01/20 | 10/10/20 | | 8,134.17 | 0.00 | 0.00 | 8,134.17 |
| | | PAYROLL DEDUCT | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 12476 | SUN LIFE FINANCIAL | | | | 8,134.17 | 0.00 | 0.00 | 8,134.17 |
| Vendor# | Vendor Name | | | | | Class | Pay Code | | | |
| T2204 | TEXAS MUTUAL INSURANCE CO | | | | | W | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 1004014087 | | 09/26/20 | 09/19/20 | 10/09/20 | | 6,725.00 | 0.00 | 0.00 | 6,725.00 |
| | | INSURANCE | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | T2204 | TEXAS MUTUAL INSURANCE CO | | | | 6,725.00 | 0.00 | 0.00 | 6,725.00 |
| 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 |
| | TRI132079 | | 09/26/20 | 09/08/20 | 09/23/20 | | 750.68 | 0.00 | 0.00 | 750.68 |
| | | FREIGHT | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 13616 | TRIOSE, INC | | | | 750.68 | 0.00 | 0.00 | 750.68 |
| Vendor# | Vendor Name | | | | | Class | Pay Code | | | |
| 11067 | TRIZETTO PROVIDER SOLUTIONS | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 35FK092200 | | 09/28/20 | 09/01/20 | 09/26/20 | | 1,175.80 | 0.00 | 0.00 | 1,175.80 |
| | | PATIENT STATEMENTS | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 11067 | TRIZETTO PROVIDER SOLUTIONS | | | | 1,175.80 | 0.00 | 0.00 | 1,175.80 |
| 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 |
| | 8400404309 | | 09/26/20 | 09/19/20 | 10/14/20 | | 32.26 | 0.00 | 0.00 | 32.26 |
| | | LAUNDRY | | | | | | | | |
| | 8400404308 | | 09/26/20 | 09/19/20 | 10/14/20 | | 48.15 | 0.00 | 0.00 | 48.15 |
| | | LAUNDRY | | | | | | | | |
| | 8400404329 | | 09/26/20 | 09/19/20 | 10/14/20 | | 2,310.47 | 0.00 | 0.00 | 2,310.47 |
| | | LAUNDRY | | | | | | | | |
| | 8400404687 | | 09/26/20 | 09/22/20 | 10/17/20 | | 112.76 | 0.00 | 0.00 | 112.76 |
| | | LAUNDRY | | | | | | | | |
| | 8400404647 | | 09/26/20 | 09/22/20 | 10/17/20 | | 168.02 | 0.00 | 0.00 | 168.02 |
| | | LAUNDRY | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | U1064 | UNIFIRST HOLDINGS INC | | | | 2,671.66 | 0.00 | 0.00 | 2,671.66 |
| Vendor# | Vendor Name | | | | | Class | Pay Code | | | |
| 10943 | WALLER,LANSDEN, DORTCH & DAVIS | | | | | | | | | |
| | Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay Gross | Discount | No-Pay | Net |
| | 10783316 | | 09/26/20 | 09/12/20 | 09/30/20 | | 222.00 | 0.00 | 0.00 | 222.00 |
| | | PROF FEES | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 10943 | WALLER,LANSDEN, DORTCH & DAVIS | | | | 222.00 | 0.00 | 0.00 | 222.00 |

APPROVED ON
SEP 29 2022
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Report Summary

| Grand Totals: | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|
| | 380,841.63 | 0.00 | 0.00 | 380,841.63 |

RECEIVED BY THE COUNTY AUDITOR ON SEP 29 2022 CALHOUN COUNTY, TEXAS

RUN DATE: 09/27/22
TIME: 12:14

MEMORIAL MEDICAL CENTER
EDIT LIST FOR PATIENT REFUNDS ARID=0001



| PATIENT NUMBER | PAYEE NAME | | | DATE | AMOUNT | PAY CODE | PAT TYPE | DESCRIPTION | GL NUM |
|---|---|---|---|---|---|---|---|---|---|
| 1332496 | 01 WILSON GREGORY<br>1121 W BAYSHORE DR<br>PALACIOS | TX | 77465 | 092622 | 54.20 | 2 | | REFUND FOR WILSON SHELBY | |
| 1344776 | 01 SANCHEZ ROGER<br>216 SOUTH JUANITA ST<br>PORT LAVACA | TX | 77979 | 092622 | 1000.00 | 2 | | REFUND FOR SANCHEZ ROGER | |
| 1418027 | 01 HENSON ANTHONY KYLE<br>PO BOX 876<br>SEADRIFT | TX | 77983 | 092622 | 238.17 | 2 | | REFUND FOR HENSON ANTHONY KYLE | |
| 1423597 | 01 CALZADA NORMA V<br>PO BOX 1031<br>PORT LAVACA | TX | 77979 | 092622 | 10.97 | 3 | | REFUND FOR CALZADA NORMA | |
| 1439613 | 01 BLINKA TATUM<br>1108 MCLANE<br>VICTORIA | TX | 77904 | 092622 | 50.00 | 2 | | REFUND FOR DECKARD MADELYNE RENEE | |
| 1477853 | 01 MEZA OVIDIO<br>347 BAYOU DR<br>PORT LAVACA | TX | 77979 | 092622 | 25.00 | 5 | | REFUND FOR MEZA OVIDIO | |
| 1480629 | 01 GARZA JESSICA<br>1210 E HANCOCK ST<br>BEEVILLE | TX | 78102 | 092622 | 205.67 | 3 | | REFUND FOR SALAZAR GAEL | |
| 1486435 | 01 ROUSE JOE BEN<br>1916 JACKSON ST<br>PORT LAVACA | TX | 77979 | 092622 | 298.78 | 2 | | REFUND FOR ROUSE JOE BEN | |
| 1490850 | 01 WINGFIELD SUE<br>15 ALLEY WAY<br>PORT LAVACA | TX | 77979 | 092622 | 400.00 | 2 | | REFUND FOR WINGFIELD SUE | |
| 1491030 | 01 STELLMAN JENNIFER<br>1743 WESTERLUND RD<br>PORT LAVACA | TX | 77979 | 092622 | 183.90 | 2 | | REFUND FOR STELLMAN JENNIFER | |
| 1492651 | 01 RUBIO ELIZABETH<br>527 KNIPLING<br>PORT LAVACA | TX | 77979 | 092622 | 21.41 | 2 | | REFUND FOR RUBIO ELIZABETH | |
| 1493420 | 01 HALL NATLIE<br>110 HENDERSON ST<br>PO BOX 614<br>PO BOX 614<br>PO BOX 614<br>POINT COMFORT | TX | 77978 | 092622 | 150.00 | 3 | | REFUND FOR HALL NATLIE | |
| 1498781 | 01 GOODMAN ANNA M<br>29 ROSELLA LN<br>PORT LAVACA | TX | 77979 | 092622 | 54.00 | 2 | | REFUND FOR GOODMAN ANNA M | |
| 1500908 | 01 HOWARD LISA DALE<br>PO BOX 285<br>LA WARD | TX | 77970 | 092622 | 75.46 | 2 | | REFUND FOR HOWARD LISA DALE | |
| 1504971 | 01 LOGAN CODY<br>PO BOX 852<br>SEADRIFT | TX | 77983 | 092622 | 71.16 | 2 | | REFUND FOR LOGAN CODY | |
| 1505087 | 01 ROBERTS MELISSA<br>294 EL CAMINO REAL<br>ST<br>ST<br>ST<br>PORT LAVACA | TX | 77979 | 092622 | 3979.00 | 2 | | REFUND FOR ROBERTS MELISSA | |

| PATIENT NUMBER | PAYEE NAME | | DATE | AMOUNT | PAY CODE | PAT TYPE | DESCRIPTION | GL NUM |
|---|---|---|---|---|---|---|---|---|
| 1506063 | 01 GIBBONS EVON PENA<br>1806 OREN<br>PORT LAVACA | TX | 092622<br>77979 | 641.56 | | 2 | REFUND FOR GIBBONS EVON PENA | |
| 1507702 | 01 ORTA RUTHIE<br>631 BROCTON ST<br>VICTORIA | TX | 092622<br>77904 | 97.02 | | 2 | REFUND FOR ORTA RUTHIE | |
| 1508550 | 01 VILLARREAL BRIANNA<br>1604 JUSTICE DR<br>PORT LAVACA | TX | 092622<br>77979 | 70.00 | | 2 | REFUND FOR VILLARREAL BRIANNA | |
| 1512159 | 01 FLORES PAMELA<br>501 BROOK HOLLOW<br>PORT LAVACA | TX | 092622<br>77979 | 1573.65 | | 3 | REFUND FOR FLORES PAMELA | |
| 1518139 | 01 MAREK JENNIFER S<br>1118 E MAXWELL<br>DITCH ROAD<br>DITCH ROAD<br>DITCH ROAD<br>PORT LAVACA | TX | 092622<br>77979 | 20.00 | | 2 | REFUND FOR MAREK JENNIFER S | |
| 1518478 | 01 MACHACEK JOANN<br>101 PARKER ST<br>PO BOX 1578<br>PO BOX 1578<br>PO BOX 1578<br>PORT LAVACA | TX | 092622<br>77979 | 157.74 | | 2 | REFUND FOR MACHACEK JOANN | |
| 1520205 | 01 MAREK JENNIFER S<br>1118 E MAXWELL<br>DITCH ROAD<br>DITCH ROAD<br>DITCH ROAD<br>PORT LAVACA | TX | 092622<br>77979 | 60.00 | | 2 | REFUND FOR MAREK JENNIFER S | |
| 1521937 | 01 KIPP ASHLEY<br>PO BOX 33<br>PORT O CONNOR | TX | 092622<br>77982 | 100.00 | | 3 | REFUND FOR KIPP VIVIAN M | |
| 1523480 | 01 MAREK JENNIFER S<br>1118 E MAXWELL<br>DITCH ROAD<br>DITCH ROAD<br>DITCH ROAD<br>PORT LAVACA | TX | 092622<br>77979 | 110.00 | | 2 | REFUND FOR MAREK JENNIFER S | |
| 1523980 | 01 MITCHELL CHERYL<br>302 HOLIDAY LN<br>APT 2<br>APT 2<br>APT 2<br>PORT LAVACA | TX | 092622<br>77979 | 150.00 | | 2 | REFUND FOR MITCHELL CHERYL | |
| 1526517 | 01 MAREK JENNIFER S<br>1118 E MAXWELL<br>DITCH ROAD<br>DITCH ROAD<br>DITCH ROAD<br>PORT LAVACA | TX | 092622<br>77979 | 44.49 | | 2 | REFUND FOR MAREK JENNIFER S | |

| PATIENT NUMBER | PAYEE NAME | | | DATE | AMOUNT | PAY CODE | PAT TYPE | DESCRIPTION | GL NUM |
|---|---|---|---|---|---|---|---|---|---|
| 1528153 | 01 DECILOS CATHERINE<br>201 MASSANET ST<br>PORT LAVACA | TX | 77979 | 092622 | 87.00 | | 2 | REFUND FOR DECILOS DELILAH | |
| 1528420 | 01 ASHLEY KELLEY<br>112 FIRST ST<br>PO BOX 93<br>PO BOX 93<br>PO BOX 93<br>POINT COMFORT | TX | 77978 | 092622 | 100.00 | | 3 | REFUND FOR ASHLEY KELLEY | |
| 1529897 | 01 MAREK JENNIFER S<br>1118 E MAXWELL<br>DITCH ROAD<br>DITCH ROAD<br>DITCH ROAD<br>PORT LAVACA | TX | 77979 | 092622 | 100.00 | | 2 | REFUND FOR MAREK JENNIFER S | |
| 1532501 | 01 COFFEY TINA<br>700 SUNRISE BAY<br>PORT LAVACA | TX | 77979 | 092622 | 50.00 | | 2 | REFUND FOR COFFEY TINA | |
| 1533036 | 01 CHAPA HERNANDEZ PATRIC<br>501 HENDERSON ST<br>PALACIOS | TX | 77465 | 092622 | 20.00 | | 3 | REFUND FOR CHAPA HERNANDEZ PATRIC | |
| 1533101 | 01 MAREK JENNIFER S<br>1118 E MAXWELL<br>DITCH ROAD<br>DITCH ROAD<br>DITCH ROAD<br>PORT LAVACA | TX | 77979 | 092622 | 10.00 | | 2 | REFUND FOR MAREK JENNIFER S | |
| 1533473 | 01 WISE LAKEIN<br>14711 CR 436<br>DRESDEN | OH | 43821 | 092622 | 50.00 | | 3 | REFUND FOR ROGNON ADALYN GRACE | |
| 1533706 | 01 GUERRERO ALONDRA<br>2004 SHOFNER DR<br>PORT LAVACA | TX | 77979 | 092622 | 100.00 | | 3 | REFUND FOR GUERRERO ALONDRA | |
| 1533898 | 01 GARCIA ADRIAN<br>45 HACKBERRY BEND<br>PORT LAVACA | TX | 77979 | 092622 | 41.17 | | 2 | REFUND FOR GARCIA ADRIAN | |
| 1534597 | 01 AGUILAR EDNA MAE<br>1604 LEON ST<br>PORT LAVACA | TX | 77979 | 092622 | 121.87 | | 2 | REFUND FOR AGUILAR EDNA MAE | |
| 1536192 | 01 GALLEGOS BRETHZAIDA<br>101 BLACKSTONE PL<br>LOT# 17<br>LOT# 17<br>LOT# 17<br>PORT LAVACA | TX | 77979 | 092622 | 37.60 | | 2 | REFUND FOR GALLEGOS BRETHZAIDA | |
| 1536526 | 01 SALINAS MARIA IMELDA<br>PO BOX 17<br>TIVOLI | TX | 77990 | 092622 | 24.98 | | 2 | REFUND FOR SALINAS MARIA IMELDA | |
| 1536745 | 01 ABLES BEVERLIE S<br>3579 FM 2143<br>PORT LAVACA | TX | 77979 | 092622 | 100.00 | | 3 | REFUND FOR ABLES BEVERLIE S | |

| PATIENT NUMBER | PAYEE NAME | | DATE | AMOUNT | PAY CODE | PAT TYPE | DESCRIPTION | GL NUM |
|---|---|---|---|---|---|---|---|---|
| 1537083 01 | OLIVARES SANDRA LEE<br>PO BOX 1900<br>PORT LAVACA | TX 77979 | 092622 | 40.00 | 2 | | REFUND FOR SOLIS KLARISSA | |
| | ARID=0001 TOTAL | | | 10724.80 | | | | |
| TOTAL | | | | 10724.80 | | | | |

APPROVED ON

SEP 29 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

**TOLL FEE PHONE NUMBER: 1-800-555-3453**
(EFTPS TUTORIAL SYSTEM: 1-800-572-8683)

| | | | ENTER: | |
|---|---|---|---|---|
| ☐ "ENTER 9-DIGIT TAXPAYER IDENTIFICATION NUMBER" | ###### | ### | | |
| ☐ "ENTER YOUR 4-DIGIT PIN" | | | | |
| ☐ "MAKE A PAYMENT, PRESS 1" | | | 1 | |
| ☐ "ENTER THE TAX TYPE NUMBER FOLLOWED BY THE # SIGN" | | ★ | 941 | # |
| ☐ "IF FEDERAL TAX DEPOSIT ENTER 1" | | | 1 | |
| ☐ "ENTER 2-DIGIT TAX FILING YEAR" | | ★ | 22 | |
| ☐ "ENTER 2-DIGIT TAX FILING ENDING MONTH" | | ★ | 03 | |

1ST QTR - 03 (MARCH) - Jan, Feb, Mar
2ND QTR - 06 (JUNE) - Apr, May, June
3RD QTR - 09 (SEPTEMBER) - July, Aug, Sept
4TH QTR - 12 (DECEMBER) - Oct, Nov, Dec

| | | | | |
|---|---|---|---|---|
| ☐ "ENTER AMOUNT OF TAX DEPOSIT - FOLLOWED BY # SIGN" | | ★ | $ 491.57 | # |
| "1 TO CONFIRM" | | | 1 | |
| "ENTER W/CENTS AMOUNT OF SOCIAL SECURITY" | 0 | | $ 176.46 | # |
| "ENTER W/CENTS AMOUNT OF MEDICARE" | | | $ 41.26 | # |
| "ENTER W/CENTS AMOUNT OF FEDERAL WITHHOLDING" | | | $ 273.85 | # |
| ☐ "6-DIGIT SETTLEMENT DATE" | CHECK | ★ | $ - | |
| "1 TO CONFIRM" | | | 1 | |
| ☐ ACKNOWLEDGEMENT NUMBER | | | | |

**CALLED IN BY:**
**CALLED IN DATE:**
**CALLED IN TIME:**

# 941 REC/TAX DEPOSIT FOR MMC PAYROLL

*REVISED 3/18/2014*

| | | | "ENTER VOID CKS AS NEGATIVE NUMBERS" | | | | |
|---|---|---|---|---|---|---|---|
| | | | VOIDED CK (1) | VOIDED CK (2) | ADDITIONAL CK (1) | ADDITIONAL CK (1) | TOTALS |
| **PAY PERIOD: BEGIN** | | 9/9/2022 | | | | | |
| **PAY PERIOD: END** | | 9/22/2022 | | | | | |
| **PAY DATE:** | | 9/30/2022 | | | | | |
| **GROSS PAY:** | $ | 1,423.08 | | | $ - | | $ 1,423.08 |
| DEDUCTIONS: | | | | | | | |
| A/R | | | | | | | $ - |
| ADVANC | | | | | | | $ - |
| BOOTS | | | | | | | $ - |
| SUNLIFE CRITICAL ILLNESS | $ | - | | | | | $ - |
| SUNLIFE ACCIDENT | $ | - | | | | | $ - |
| SUNLIFE VISION | $ | - | | | | | $ - |
| SUNLIFE SHORT TERM DIS | $ | - | | | | | $ - |
| BCBS VISION | $ | - | | | | | $ - |
| CAFÉ-D | $ | - | | | | | $ - |
| CAFÉ-H | $ | - | | | | | $ - |
| | $ | - | | | | | $ - |
| | $ | - | | | | | $ - |
| CAFÉ-P | | | | | | | $ - |
| CANCER | | | | | | | $ - |
| CHILD | $ | - | | | | | $ - |
| CLINIC | $ | - | | | | | $ - |
| COMBIN | $ | - | | | | | $ - |
| CREDUN | $ | - | | | | | $ - |
| DENTAL | $ | - | | | | | $ - |
| DEP-LF | | | | | | | $ - |
| SUNLIFE TERM LIFE | $ | - | | | | | $ - |
| SUNLIFE HOSP INDEM | $ | - | | | | | $ - |
| FED TAX | $ | 273.85 | | | | | $ 273.85 |
| FICA-M | $ | 20.63 | | | | | $ 20.63 |
| FICA-O | $ | 88.23 | | | | | $ 88.23 |
| FIRST C | $ | - | | | | | $ - |
| FLEX S | $ | - | | | | | $ - |
| FLX-FE | $ | - | | | | | $ - |
| GIFT S | $ | - | | | | | $ - |
| GRP-IN | | | | | | | $ - |
| GTL | | | | | | | $ - |
| HOSP-I | | | | | | | $ - |
| LEGAL | $ | - | | | | | $ - |
| OTHER | $ | - | | | | | $ - |
| NATIONAL FARM LIFE | $ | - | | | | | $ - |
| MED SURCHARGE | $ | - | | | | | $ - |
| PR FIN | $ | - | | | | | $ - |
| RELAY | | | | | | | $ - |
| REPAY | | | | | | | $ - |
| STONEDF | $ | - | | | | | $ - |
| STONE | | | | | | | $ - |
| STONE 2 | | | | | | | $ - |
| STUDEN | | | | | | | $ - |
| TSA-R | $ | 99.62 | | | | | $ 99.62 |
| UW/HOS | $ | - | | | | | $ - |
| TOTAL DEDUCTIONS: | $ | 482.33 | $ - | $ - | $ - | $ - | $ 482.33 |
| | | "SHOULD MATCH REPORT" | "SHOULD MATCH REPORT" | "SHOULD MATCH REPORT" | "SHOULD MATCH REPORT" | "SHOULD MATCH REPORT" | |
| **NET PAY:** | $ | 940.75 | $ - | $ - | $ - | $ - | $ 940.75 |
| | | "SHOULD MATCH REPORT" | "SHOULD MATCH REPORT" | "SHOULD MATCH REPORT" | "SHOULD MATCH REPORT" | "SHOULD MATCH REPORT" | |
| TOTAL CAFÉ 125 PLAN: | $ | - | **Less Exempt:** | | | | |
| **TAXABLE PAY:** | $ | 1,423.08 | $ 1,423.08 | | | | |

| | | "CALCULATED" | From MMC Report | Difference |
|---|---|---|---|---|
| FICA - MED (ER) | 1.45% | $ 20.63 | | |
| FICA - MED (EE) | 1.45% | $ 20.63 | $ 20.63 | $ - |
| FICA - SOC SEC (ER) | 6.20% | $ 88.23 | | |
| FICA - SOC SEC (EE) | 6.20% | $ 88.23 | $ 88.23 | $ - |
| FED WITHHOLDING | | $ 273.85 | $ 273.85 | |

**Exempt Amt:**

**Employees over FICA-SS Cap:**

$ -

$ -

$ -

**Paycode S - Employee Reimb.:**

**TOTAL:** $ -

| | | | | |
|---|---|---|---|---|
| **TAX DEPOSIT:** | | $ 491.57 | $ 491.57 | |
| FICA - MEDICARE | 2.90% | $ 41.26 | $41.26 | |
| FICA - SOCIAL SECURITY | 12.40% | $ 176.46 | $176.46 | **PREPARED BY:** |
| FED WITHHOLDING | | $ 273.85 | $273.85 | **PREPARED DATE:** |
| **TOTAL TAX:** | | $ 491.57 | $491.57 | $ - |

Mayra Martinez

9/30/2022

Final Summary

**PayCode Summary**

| PayCd | Description | Hrs | OT | SH | WB | HO | CB | Gross |
|---|---|---|---|---|---|---|---|---|
| 1 | | 32.00 | N | | N | N | N | 1423.08 |

**Deductions Summary**

| Code | Amount | | | | |
|---|---|---|---|---|---|
| A/R | | A/R2 | | A/R3 | |
| ADVANC | | AWARDS | | BCBSVI | |
| BOOTS | | CAFE H | | CAFR-1 | |
| CAFE-2 | | CAFE-3 | | CAFE-4 | |
| CAFE-5 | | CAFE-C | | CAFE-D | |
| CAFE-F | | CAFE-H | | CAFE-I | |
| CAFE-L | | CAFE-P | | CANCER | |
| CHILD | | CLINIC | | COMBIN | |
| CREDUN | | DD ADV | | DENTAL | |
| DEP-LF | | DIS-LF | | EAT | |
| EATCSH | | FEDTAX | 273.85 | FICA-M | 20.63 |
| FICA-O | 88.23 | FIRSTC | | FLEX S | |
| FLX FE | | FORT D | | FUTA | |
| GIFT S | | GRANT | | GRP-IN | |
| GTL | | HOSP-I | | ID TFT | |
| LEAP | | LEGAL | | MASA | |
| MEALS | | METVIS | | MISC | |
| MISC/ | | MMCSHR | | NATFML | |
| OTHER | | PHI | | PHI*** | |
| PR FIN | | RELAY | | REPAY | |
| SAMS | | SCRUBS | | SIGNON | |
| ST-TX | | STONDF | | STONE | |
| STONE2 | | STUDEN | | SUNACC | |
| SUNILL | | SUNIND | | SUNLIF | |
| SUNSTD | | SUNVIS | | SURCHG | |
| TSA-1 | | TSA-2 | | TSA-C | |
| TSA-P | | TSA-R | 99.62 | TUTION | |
| UNIFOR | | UW/HOS | | | |

Grand Totals: 32.00 ------- ( Gross: 1423.08 Deductions: 482.33 Net: 940.75 )

Checks Count:- FT 1 PT Other Female Male 1 Credit OverAmt ZeroNet Term Total: 1

| Num. | Name | Amount | CHECK NUM | DATE |
|---|---|---|---|---|
| 88321 | ANDREW DE LOS SANTOS | 940.75 | 00063228 | 09/30/22 |
| | | 940.75 | | |

**MEMORIAL MEDICAL CENTER**
**PROSPERITY BANK**
**ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT --- September 26, 2022 - September 29, 2022**

| Date | Bank Description | MMC Notes | Amount |
|---|---|---|---|
| 9/26/2022 | WIRE OUT CBNA INCOMING SETTLEMENT ACCOUNT | -CitiBank Corporate Card Payment | 525.90 |
| 9/26/2022 | PAY PLUS ACHTRANS 452579291 101000693728599 | - 3rd Party Payor Fee | 143.24 |
| 9/27/2022 | PAY PLUS ACHTRANS 452579291 101000694720669 | - 3rd Party Payor Fee | 63.91 |
| 9/27/2022 | MCKESSON DRUG AUTO ACH ACH05193005 910000125 | - 340B Drug Program Expense | 3,065.39 |
| 9/28/2022 | PAY PLUS ACHTRANS 452579291 101000695576550 | - 3rd Party Payor Fee | 48.30 |
| 9/29/2022 | PAY PLUS ACHTRANS 452579291 101000696562916 | - 3rd Party Payor Fee | 139.80 |
| | | | 3,986.54 |

WILLIAM LITTLE, CFO
Memorial Medical Center

September 30, 2022

* Approved 10.03.22 LL

**PROSPERITY BANK**
**ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- ESTIMATED ACHS**

* * Approved 09.21.22 LL

| Date | Description | MMC Notes | Amount |
|---|---|---|---|
| | | | |

WILLIAM LITTLE, CFO
Memorial Medical Center

September 30, 2022

**APPROVED ON**

SEP 30 2022

**BY COUNTY AUDITOR**
**CALHOUN COUNTY, TEXAS**

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 29 2022

09/29/2022
09:58
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| 11828 | SOLERA WEST HOUSTON | | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 092122 | | 09/26/20 | 09/21/20 | 10/24/20 | | | 2,227.50 | 0.00 | 0.00 | 2,227.50 |
| | TRANSFER NH insurance payment deposited into MMC operating | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 11828 | SOLERA WEST HOUSTON | 2,227.50 | 0.00 | 0.00 | 2,227.50 |

**Report Summary**

| Grand Totals: | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|
| | 2,227.50 | 0.00 | 0.00 | 2,227.50 |

APPROVED ON

SEP 29 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 29 2022

09/29/2022
CALHOUN COUNTY, TEXAS
09:57

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 092222 | | 09/28/20 | 09/22/20 | 10/24/20 | | | 39.52 | 0.00 | 0.00 | 39.52 ✓ |
| | TRANSFER | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 11820 | FORTBEND HEALTHCARE CENTER | 39.52 | 0.00 | 0.00 | 39.52 |

Report Summary

| Grand Totals: | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|
| | 39.52 | 0.00 | 0.00 | 39.52 |

APPROVED ON

SEP 29 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 29 2022

09/29/2022
09:56
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

| Vendor# | Vendor Name | Class | Pay Code |
|---|---|---|---|
| 11832 | BROADMOOR AT CREEKSIDE PARK | | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 091922A | | 09/26/20 | 09/19/20 | 10/24/20 | | | 21,008.20 | 0.00 | 0.00 | 21,008.20 ✓ |
| | TRANSFER | NH insurance payment deposited into mmc operating | | | | | | | | |
| 092022 | | 09/26/20 | 09/20/20 | 10/24/20 | | | 19,777.74 | 0.00 | 0.00 | 19,777.74 ✓ |
| | TRANSFER | " | | | | | | | " | |
| 091922 | | 09/26/20 | 09/21/20 | 10/24/20 | | | 21,089.28 | 0.00 | 0.00 | 21,089.28 ✓ |
| | TRANSFER | " | | | | | | | " | |

| Vendor Totals: | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 11832 | BROADMOOR AT CREEKSIDE PARK | 61,875.22 | 0.00 | 0.00 | 61,875.22 |

Report Summary

| Grand Totals: | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|
| | 61,875.22 | 0.00 | 0.00 | 61,875.22 |

APPROVED ON

SEP 29 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 29 2022

09/29/2022
09:59
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

| 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 |
| | 092022 | | 09/26/20 | 09/20/20 | 10/24/20 | | 4,800.00 | 0.00 | 0.00 | 4,800.00 |
| | | TRANSFER NH insurance payment deposited into mmc operating | | | | | | | | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 11824 | THE CRESCENT | | | | 4,800.00 | 0.00 | 0.00 | 4,800.00 |

**Report Summary**

| Grand Totals: | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|
| | 4,800.00 | 0.00 | 0.00 | 4,800.00 |

APPROVED ON

SEP 29 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 29 2022
09/29/2022
09:57
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 091922 | | 09/26/20 | 09/19/20 | 10/24/20 | | | 69.99 | 0.00 | 0.00 | 69.99 ✓ |
| | TRANSFER | Whinsurance payment deposited into mmc operating | | | | | | | | |
| 092022 | | 09/26/20 | 09/20/20 | 10/24/20 | | | 69.52 | 0.00 | 0.00 | 69.52 ✓ |
| | TRANSFER | " | | | | | | | | |
| 092022A | | 09/26/20 | 09/20/20 | 10/24/20 | | | 286.96 | 0.00 | 0.00 | 286.96 ✓ |
| | TRANSFER | " | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 11836 | GOLDENCREEK HEALTHCARE | 426.47 | 0.00 | 0.00 | 426.47 |

Report Summary

| Grand Totals: | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|
| | 426.47 | 0.00 | 0.00 | 426.47 |

APPROVED ON

SEP 29 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 29 2022

09/29/2022
09:58
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

| Vendor# | Vendor Name | | Class | Pay Code |
|---|---|---|---|---|
| 12696 | GULF POINTE PLAZA | | | |

| Invoice# | Comment | Tran Dt | Inv Dt | Due Dt | Check D | Pay | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|---|---|---|---|
| 091922 | | 09/26/20 | 09/19/20 | 10/24/20 | | | 4,423.00 | 0.00 | 0.00 | 4,423.00 |
| | TRANSFER NH insurance payment deposited into wrong county | | | | | | | | | |
| 092022 | | 09/26/20 | 09/20/20 | 10/24/20 | | | 10,652.36 | 0.00 | 0.00 | 10,652.36 |
| | TRANSFER " | | | | | | | | | |
| 092122 | | 09/26/20 | 09/21/20 | 10/24/20 | | | 972.50 | 0.00 | 0.00 | 972.50 |
| | TRANSFER " | | | | | | | | " | |
| 092122B | | 09/26/20 | 09/21/20 | 10/24/20 | | | 6,120.00 | 0.00 | 0.00 | 6,120.00 |
| | TRANSFER " | | | | | | | | " | |
| 092122A | | 09/26/20 | 09/21/20 | 10/24/20 | | | 1,095.08 | 0.00 | 0.00 | 1,095.08 |
| | TRANSFER " | | | | | | | | " | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 12696 | GULF POINTE PLAZA | 23,262.94 | 0.00 | 0.00 | 23,262.94 |

Report Summary

| Grand Totals: | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|
| | 23,262.94 | 0.00 | 0.00 | 23,262.94 |

APPROVED ON

SEP 29 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 29 2022

09/29/2022
09:59
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

| 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 |
| | 091622 | | 09/26/20 | 09/16/20 | 10/24/20 | | 16.70 | 0.00 | 0.00 | 16.70 |
| | | TRANSFER | NH insurance payment deposited into | | | | | | | |
| | 091922A | | 09/26/20 | 09/19/20 | 10/24/20 | | 3,666.32 | 0.00 | 0.00 | 3,666.32 |
| | | TRANSFER | " | | | | | | " | |
| | 091922 | | 09/26/20 | 09/19/20 | 10/24/20 | | 7,463.00 | 0.00 | 0.00 | 7,463.00 |
| | | TRANSFER | " | | | | | | " | |
| | 092022 | | 09/26/20 | 09/20/20 | 10/24/20 | | 10,373.30 | 0.00 | 0.00 | 10,373.30 |
| | | TRANSFER | " | | | | | | " | |
| | 092022A | | 09/26/20 | 09/20/20 | 10/24/20 | | 2,164.30 | 0.00 | 0.00 | 2,164.30 |
| | | TRANSFER | " | | | | | | " | |
| | 092222 | | 09/28/20 | 09/22/20 | 10/24/20 | | 7,902.00 | 0.00 | 0.00 | 7,902.00 |
| | | TRANSFER | " | | | | | | " | |
| | Vendor Totals | Number | Name | | | | Gross | Discount | No-Pay | Net |
| | | 13004 | TUSCANY VILLAGE | | | | 31,585.62 | 0.00 | 0.00 | 31,585.62 |

Report Summary

| Grand Totals: | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|
| | 31,585.62 | 0.00 | 0.00 | 31,585.62 |

APPROVED ON

SEP 29 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE COUNTY AUDITOR ON

SEP 29 2022

09/29/2022 09:55

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

0

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 091622 | | 09/26/20 | 09/16/20 | 10/24/20 | | | 12,561.87 | 0.00 | 0.00 | 12,561.87 |
| | TRANSFER | NH insurance pymt deposited into wrong acct | | | | | | | | |
| 091922A | | 09/26/20 | 09/19/20 | 10/24/20 | | | 31,068.11 | 0.00 | 0.00 | 31,068.11 |
| | TRANSFER | " | | | | | | | " | |
| 091922 | | 09/26/20 | 09/19/20 | 10/24/20 | | | 1,426.00 | 0.00 | 0.00 | 1,426.00 |
| | TRANSFER | " | | | | | | | " | |
| 092022 | | 09/26/20 | 09/20/20 | 10/24/20 | | | 2,268.67 | 0.00 | 0.00 | 2,268.67 |
| | INVENTORY | " | | | | | | | " | |
| 092122 | | 09/26/20 | 09/21/20 | 10/24/20 | | | 4,135.82 | 0.00 | 0.00 | 4,135.82 |
| | TRANSFER | | | | | | | | | |

| Vendor Totals | Number | Name | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|---|---|
| | 12792 | BETHANY SENIOR LIVING | 51,460.47 | 0.00 | 0.00 | 51,460.47 |

**Report Summary**

| Grand Totals: | Gross | Discount | No-Pay | Net |
|---|---|---|---|---|
| | 51,460.47 | 0.00 | 0.00 | 51,460.47 |

APPROVED ON

SEP 29 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Cantex Transfer
Prosperity Accounts
9/30/2022

| Nursing Home | Account Number | Previous Beginning Balance | Transfer-Out | ACH Transfer-In | Pending Deposits | | Today's Beginning Balance | Amount to Be Transferred to Nursing Home |
|---|---|---|---|---|---|---|---|---|
| [redacted] | 216844281 | 61,587.10 ✓ | 61,448.32 ✓ | 160,064.45 ✓ | | | 160,203.23 ✓ | 160,064.45 |
| | | | | | | Bank Balance | 160,203.23 ✓ | |
| | | | | | | Variance | - | |
| | | | | | | Leave in Balance | 100.00 | |
| | | | | | | July Interest | 18.69 ✓ | |
| | | | | | | August Interest | 20.09 ✓ | |
| | | | | | | September Interest | | |
| | | | | | | Adjust Balance/Transfer Amt | 160,064.45 ✓ | |
| [redacted] | 216844403 | 140,967.03 ✓ | 140,830.56 ✓ | 99,734.25 ✓ | | | 99,870.72 ✓ | 99,734.25 |
| | | | | | | Bank Balance | 99,870.72 ✓ | |
| | | | | | | Variance | - | |
| | | | | | | Leave in Balance | 100.00 | |
| | | | | | | July Interest | 14.35 ✓ | |
| | | | | | | August Interest | 22.12 ✓ | |
| | | | | | | September Interest | | |
| | | | | | | Adjust Balance/Transfer Amt | 99,734.25 ✓ | |
| [redacted] | 216844411 | 226,949.66 ✓ | 226,812.38 ✓ | 106,234.26 ✓ | | | 106,371.54 ✓ | 106,234.26 |
| | | | | | | Bank Balance | 106,371.54 ✓ | |
| | | | | | | Variance | - | |
| | | | | | | Leave in Balance | 100.00 | |
| | | | | | | July Interest | 15.27 ✓ | |
| | | | | | | August Interest | 22.01 ✓ | |
| | | | | | | September Interest | | |
| | | | | | | Adjust Balance/Transfer Amt | 106,234.26 ✓ | |
| [redacted] | 216844446 | 107,446.89 ✓ | 107,327.43 ✓ | 54,962.50 ✓ | | | 55,081.96 ✓ | 54,962.50 |
| | | | | | | Bank Balance | 55,081.96 | |
| | | | | | | Variance | - | |
| | | | | | | Leave in Balance | 100.00 | |
| | | | | | | July Interest | 5.75 ✓ | |
| | | | | | | August Interest | 13.71 ✓ | |
| | | | | | | September Interest | | |
| | | | | | | Adjust Balance/Transfer Amt | 54,962.50 ✓ | |
| [redacted] | 216844438 | 278,017.57 ✓ | 277,868.99 ✓ | 142,974.32 ✓ | | | 143,122.90 ✓ | 142,974.32 |
| | | | | | | Bank Balance | 143,122.90 ✓ | |
| | | | | | | Variance | - | |
| | | | | | | Leave in Balance | 100.00 | |
| | | | | | | July Interest | 17.54 ✓ | |
| | | | | | | August Interest | 31.04 ✓ | |
| | | | | | | September Interest | | |
| | | | | | | Adjust Balance/Transfer Amt | 142,974.32 ✓ | |

*Routing Information for Ashford Gardens:*
*Ashford Health Care Center Ltd Co*
*JP Morgan Chase Bank*
*ABA 111000614*
*Account # 448234257*

160,064.45 +
99,734.25 +
106,234.26 + *on / Fort Bend / Broadmoor*
54,962.50 +
142,974.32 +
563,969.78 =

APPROVED ON
SEP 30 2022
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

TOTAL TRANSFERS 563,969.78

Approved:
WILLIAM LITTLE, CFO 9/30/2022

*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*

J:\NH Weekly Transfers\NH UPL Transfer Summary\2022\September\NH UPL Transfer Summary 09.26.22.xlsx

[redacted]

| | | Transfer-Out | Transfer-In | MMC PORTION QIPP/Comp1 | QIPP/Comp 2 | QIPP/Comp3 | QIPP/Comp4&Lapse | QIPP TI | NH PORTION |
|---|---|---|---|---|---|---|---|---|---|
| 9/26/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000246867 | - | 609.63 | | | | | - | 609.63 |
| 9/26/2022 | Amerigroup TXSC HCCLAIMPMT 3190310822 111000 | - | 41,480.92 | | | | | - | 41,480.92 |
| 9/26/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 45,559.93 | | | | | - | 45,559.93 |
| 9/26/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 8,161.96 | | | | | - | 8,161.96 |
| 9/26/2022 | NOVITAS SOLUTION HCCLAIMPMT 675423 420000110 | - | 5,453.50 | | | | | - | 5,453.50 |
| 9/26/2022 | HUMANA INS CO HCCLAIMPMT 390860 830000512302 | - | 690.00 | | | | | - | 690.00 |
| 9/27/2022 | MANAGEANDNET1718 MNS PMNT 000000000000093 41 | - | 38.34 | | | | | - | 38.34 |
| 9/27/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000291231 | - | 940.09 | | | | | - | 940.09 |
| 9/27/2022 | Amerigroup TXSC HCCLAIMPMT 3190461678 111000 | - | 5,383.60 | | | | | - | 5,383.60 |
| 9/27/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 6,433.23 | | | | | - | 6,433.23 |
| 9/27/2022 | NOVITAS SOLUTION HCCLAIMPMT 675423 420000114 | - | 3,144.08 | | | | | - | 3,144.08 |
| 9/28/2022 | Deposit | - | 2,990.88 | | | | | - | 2,990.88 |
| 9/28/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000224556 | - | 71.81 | | | | | - | 71.81 |
| 9/28/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000224556 | - | 23,775.35 | | | | | - | 23,775.35 |
| 9/28/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 10,658.18 | | | | | - | 10,658.18 |
| 9/28/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 2,574.60 | | | | | - | 2,574.60 |
| 9/29/2022 | WIRE OUT ASHFORD HEALTH CARE CENTER LTD | 61,448.32 | - | | | | | - | - |
| 9/29/2022 | MANAGEANDNET1718 MNS PMNT 000000000000093 41 | - | 1,134.00 | | | | | - | 1,134.00 |
| 9/29/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000264695 | - | 520.13 | | | | | - | 520.13 |
| 9/29/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000264426 | - | 53.44 | | | | | - | 53.44 |
| 9/29/2022 | Amerigroup TXSC HCCLAIMPMT 3190732639 111000 | - | 390.78 | | | | | - | 390.78 |
| | | 61,448.32 ✓ | 150,064.45 ✓ | - | - | - | - | - | 150,064.45 |

[redacted]

| | | Transfer-Out | Transfer-In | MMC PORTION QIPP/Comp1 | QIPP/Comp 2 | QIPP/Comp3 | QIPP/Comp4&Lapse | QIPP TI | NH PORTION |
|---|---|---|---|---|---|---|---|---|---|
| 9/26/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000246867 | - | 1,676.42 | | | | | - | 1,676.42 |
| 9/26/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 22,677.93 | | | | | - | 22,677.93 |
| 9/26/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 8,920.20 | | | | | - | 8,920.20 |
| 9/26/2022 | NOVITAS SOLUTION HCCLAIMPMT 675357 420000110 | - | 2,527.85 | | | | | - | 2,527.85 |
| 9/26/2022 | HUMANA INS CO HCCLAIMPMT 390861 830000512302 | - | 465.00 | | | | | - | 465.00 |
| 9/26/2022 | HUMANA CHA DISB HCCLAIMPMT 390861 4200001987 | - | 930.00 | | | | | - | 930.00 |
| 9/26/2022 | AARP Supplementa HCCLAIMPMT 746003411 124384 | - | 5,057.00 | | | | | - | 5,057.00 |
| 9/27/2022 | NOVITAS SOLUTION HCCLAIMPMT 675357 420000114 | - | 1,244.41 | | | | | - | 1,244.41 |
| 9/27/2022 | HUMANA INS CO HCCLAIMPMT 390861 830000550885 | - | 7,905.00 | | | | | - | 7,905.00 |
| 9/27/2022 | HUMANA CHA DISB HCCLAIMPMT 390861 4200001166 | - | 10,230.00 | | | | | - | 10,230.00 |
| 9/27/2022 | HUMANA CHA DISB HCCLAIMPMT 390861 4200001168 | - | 9,300.00 | | | | | - | 9,300.00 |
| 9/27/2022 | HEALTH HUMAN SVC HCCLAIMPMT 1746003413004 2 | - | 2,819.10 | | | | | - | 2,819.10 |
| 9/28/2022 | Deposit | - | 1,460.49 | | | | | - | 1,460.49 |
| 9/28/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000224556 | - | 2,491.30 | | | | | - | 2,491.30 |
| 9/28/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000224556 | - | 14,101.19 | | | | | - | 14,101.19 |
| 9/28/2022 | NOVITAS SOLUTION HCCLAIMPMT 675357 420000128 | - | 777.58 | | | | | - | 777.58 |
| 9/28/2022 | HUMANA CHA DISB HCCLAIMPMT 390861 4200001207 | - | 1,231.75 | | | | | - | 1,231.75 |
| 9/28/2022 | CIGNA HCCLAIMPMT 1669860433 910000104736 | - | 1,048.19 | | | | | - | 1,048.19 |
| 9/29/2022 | WIRE OUT CANTEX HEALTH CARE CENTERS III | 140,830.56 | - | | | | | - | - |
| 9/29/2022 | UnitedHealthcare HCCLAIMPMT 746003411 124384 | - | 3,420.00 | | | | | - | 3,420.00 |
| 9/29/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 1,450.84 | | | | | - | 1,450.84 |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | 140,830.56 ✓ | 99,734.25 ✓ | - | - | - | - | - | 99,734.25 |

[redacted]

| | | Transfer-Out | Transfer-In | MMC PORTION QIPP/Comp1 | QIPP/Comp 2 | QIPP/Comp3 | QIPP/Comp4&Lapse | QIPP TI | NH PORTION |
|---|---|---|---|---|---|---|---|---|---|
| 9/26/2022 | MANAGEANDNET1718 MNS PMNT 000000000003268 41 | - | 2,236.50 | | | | | - | 2,236.50 |
| 9/26/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000246867 | - | 362.64 | | | | | - | 362.64 |
| 9/26/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 11,783.58 | | | | | - | 11,783.58 |
| 9/26/2022 | HUMANA CHA DISB HCCLAIMPMT 390864 4200001987 | - | 444.91 | | | | | - | 444.91 |
| 9/26/2022 | DEVOTED HEALTH P HCCLAIMPMT 121140397150450 | - | 2,000.00 | | | | | - | 2,000.00 |
| 9/26/2022 | DEVOTED HEALTH P HCCLAIMPMT 121140397150452 | - | 23,950.22 | | | | | - | 23,950.22 |
| 9/27/2022 | UnitedHealthcare HCCLAIMPMT 746003411 124384 | - | 2,590.00 | | | | | - | 2,590.00 |
| 9/27/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 8,984.65 | | | | | - | 8,984.65 |
| 9/27/2022 | NOVITAS SOLUTION HCCLAIMPMT 675423 420000114 | - | 77.87 | | | | | - | 77.87 |
| 9/28/2022 | Deposit | - | 12,710.52 | | | | | - | 12,710.52 |
| 9/28/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000224556 | - | 1,761.51 | | | | | - | 1,761.51 |
| 9/28/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000224556 | - | 6,618.30 | | | | | - | 6,618.30 |
| 9/28/2022 | UnitedHealthcare HCCLAIMPMT 746003411 124384 | - | 1,920.00 | | | | | - | 1,920.00 |
| 9/28/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 465.36 | | | | | - | 465.36 |
| 9/28/2022 | DEVOTED HEALTH P HCCLAIMPMT 121140390928268 | - | 1,510.00 | | | | | - | 1,510.00 |
| 9/28/2022 | DEVOTED HEALTH P HCCLAIMPMT 121140390928266 | - | 19,598.00 | | | | | - | 19,598.00 |
| 9/29/2022 | CK 253 | 7,039.00 | - | | | | | - | - |
| 9/29/2022 | WIRE OUT CANTEX HEALTH CARE CENTERS III | 219,774.38 | - | | | | | - | - |
| 9/29/2022 | MANAGEANDNET1718 MNS PMNT 000000000003268 41 | - | 319.50 | | | | | - | 319.50 |
| 9/29/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000264459 | - | 2,901.10 | | | | | - | 2,901.10 |
| 9/29/2022 | DEVOTED HEALTH P HCCLAIMPMT 121140393062057 | - | 6,000.00 | | | | | - | 6,000.00 |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | 226,813.38 ✓ | 106,234.26 ✓ | - | - | - | - | - | 106,234.26 |

[redacted]

| | | Transfer-Out | Transfer-In | MMC PORTION QIPP/Comp1 | QIPP/Comp 2 | QIPP/Comp3 | QIPP/Comp4&Lapse | QIPP TI | NH PORTION |
|---|---|---|---|---|---|---|---|---|---|
| 9/26/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 21,018.39 | | | | | - | 21,018.39 |
| 9/27/2022 | MANAGEANDNET1718 MNS PMNT 000000000004294 41 | - | 5,953.50 | | | | | - | 5,953.50 |
| 9/27/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 2,327.42 | | | | | - | 2,327.42 |
| 9/27/2022 | NOVITAS SOLUTION HCCLAIMPMT 675663 420000114 | - | 11,826.81 | | | | | - | 11,826.81 |
| 9/28/2022 | Deposit | - | 1,434.45 | | | | | - | 1,434.45 |
| 9/28/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000224556 | - | 8,441.23 | | | | | - | 8,441.23 |
| 9/28/2022 | UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 3,918.00 | | | | | - | 3,918.00 |
| 9/29/2022 | WIRE OUT CANTEX HEALTH CARE CENTERS III | 107,327.43 | - | | | | | - | - |
| 9/29/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000264459 | - | 42.70 | | | | | - | 42.70 |
| | | 107,327.43 ✓ | 54,962.50 ✓ | - | - | - | - | - | 54,962.50 |

| | | | MMC PORTION | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Transfer-Out | Transfer-In | QIPP/Comp1 | QIPP/Comp 2 | QIPP/Comp3 | QIPP/Comp4&Lapse | QIPP TI | NH PORTION |
| 9/26/2022 MANAGEANDNET1718 MNS PMNT 000000000002482 41 | - | 14,768.50 | | | | | - | 14,768.50 |
| 9/26/2022 HNB - ECHO HCCLAIMPMT 746003411 440000246867 | - | 6,618.44 | | | | | - | 6,618.44 |
| 9/26/2022 Amerigroup TXSC HCCLAIMPMT 3190310823 111000 | - | 14,210.52 | | | | | - | 14,210.52 |
| 9/26/2022 UNITEDHEALTHCARE HCCLAIMPMT 746003411 124384 | - | 7,790.00 | | | | | - | 7,790.00 |
| 9/26/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 23,577.28 | | | | | - | 23,577.28 |
| 9/26/2022 NOVITAS SOLUTION HCCLAIMPMT 675310 4200001 10 | - | 10,161.03 | | | | | - | 10,161.03 |
| 9/26/2022 HUMANA INS CO HCCLAIMPMT 390862 830000512302 | - | 3,720.00 | | | | | - | 3,720.00 |
| 9/27/2022 HNB - ECHO HCCLAIMPMT 746003411 440000291205 | - | 3,877.58 | | | | | - | 3,877.58 |
| 9/27/2022 HWHO HCCLAIMPMT 390862 42000011542019 DISDAT | - | 3,621.00 | | | | | - | 3,621.00 |
| 9/27/2022 HUMANA INS CO HCCLAIMPMT 390862 830000550885 | - | 6,045.00 | | | | | - | 6,045.00 |
| 9/27/2022 HUMANA CHA DSB HCCLAIMPMT 390862 4200001166 | - | 3,720.00 | | | | | - | 3,720.00 |
| 9/27/2022 HUMANA CHA DSB HCCLAIMPMT 390862 4200001168 | - | 3,255.00 | | | | | - | 3,255.00 |
| 9/27/2022 HUMANA CHA DSB HCCLAIMPMT 390862 4200001167 | - | 8,370.00 | | | | | - | 8,370.00 |
| 9/28/2022 Deposit | - | 2,376.89 | | | | | - | 2,376.89 |
| 9/28/2022 MANAGEANDNET1718 MNS PMNT 000000000002482 41 | - | 2,875.50 | | | | | - | 2,875.50 |
| 9/28/2022 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000 | - | 2,205.00 | | | | | - | 2,205.00 |
| 9/29/2022 WIRE OUT CANTEX HEALTH CARE CENTERS IN | 277,868.99 | - | | | | | - | - |
| 9/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000264459 | - | 5,405.98 | | | | | - | 5,405.98 |
| 9/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000264695 | - | 5,677.40 | | | | | - | 5,677.40 |
| 9/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000264427 | - | 8,475.20 | | | | | - | 8,475.20 |
| 9/29/2022 HEALTH HUMAN SVC HCCLAIMPMT 174600341130072 | - | 3,695.50 | | | | | - | 3,695.50 |
| 9/29/2022 AARP Supplementa HCCLAIMPMT 746003411 124384 | - | 2,528.50 | | | | | - | 2,528.50 |
| | | | | | | | - | - |
| | | | | | | | - | - |
| | | | | | | | - | - |
| | | | | | | | - | - |
| | | | | | | | - | - |
| | 277,868.99 ✓ | 142,974.32 ✓ | - | - | - | - | - | 142,974.32 |
| TOTALS | 814,287.68 | 563,969.78 | - | - | - | - | - | 563,969.78 |

# Quick View

Select Quick View Accounts
Account Number / Name

Account Type

Select Group
Groups
Add Group

Search All

DDA

Data reported as of Sep 30, 202

| Account Number | Current Balance | Available Balance | Collected Balance | Prior Day Balanc |
|---|---|---|---|---|
| **Number of Accounts: 15** | **$5,336,603.33** | **$4,603,308.03** | **$5,336,603.33** | **$6,744,561.6** |
| *4551 CAL CO INDIGENT HEALTHCARE | $12,352.40 | $12,352.40 | $12,352.40 | $12,352.4 |
| *4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE | $89,246.75 | $98,861.19 | $89,246.75 | $176,249.0 |
| *4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 | $536.61 | $536.61 | $536.61 | $536.6 |
| *4357 MEMORIAL MEDICAL CENTER - OPERATING | $3,945,278.08 | $3,121,903.17 | $3,945,278.08 | $3,865,458.2 |
| *4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING | $431.99 | $431.99 | $431.99 | $431.9 |
| *4381 MEMORIAL MEDICAL CENTER / NH ASHFORD | $160,203.23 ✓ | $162,754.73 | $160,203.23 | $219,553.2 |
| *4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR | $99,870.72 ✓ | $101,898.10 | $99,870.72 | $235,830.4 |
| *4411 MEMORIAL MEDICAL CENTER / NH CRESCENT | $106,371.54 ✓ | $164,491.16 | $106,371.54 | $323,963.9 |
| *4446 MEMORIAL MEDICAL CENTER / NH FORT BEND | $55,081.96 ✓ | $56,965.72 | $55,081.96 | $162,366.6 |
| *4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON | $143,122.90 ✓ | $153,532.97 | $143,122.90 | $395,209.3 |
| *2998 MMC -MONEY MARKET FUND | $295,703.93 | $295,703.93 | $295,703.93 | $295,703.9 |
| *5506 MMC -NH BETHANY SENIOR LIVING | $177,037.56 | $177,161.06 | $177,037.56 | $460,815.3 |
| *5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID | $161,390.73 | $166,645.93 | $161,390.73 | $218,941.1 |
| *5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY | $3,562.49 | $3,656.63 | $3,562.49 | $8,161.3 |
| *3407 MMC -NH TUSCANY VILLAGE | $86,412.44 | $86,412.44 | $86,412.44 | $368,988.7 |

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
9/30/2022

| Nursing Home | Account Number | Previous Beginning Balance | Transfer-Out | Transfer-In | Pending Deposits | Today's Beginning Balance | Amount to Be Transferred to Nursing Home |
|---|---|---|---|---|---|---|---|
| [redacted] | 216844454 | 87,132.69 ✓ | 87,002.25 ✓ | 89,116.31 ✓ | - | 89,246.75 | 89,116.31 |
| | | | | | Bank Balance | 89,246.75 ✓ | |
| | | | | | Variance | - | |
| | | | | | Leave in Balance | 100.00 ✓ | |

*Routing Information for Golden Creek:*
*Nexion Health at Golden Creek*
*Wells Fargo Bank, N.A.*
*ABA 121000248*
*Account # 4439840323*

*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.*

| | |
|---|---|
| July Interest | 13.03 ✓ |
| August Interest | 17.41 ✓ |
| September Interest | |
| | -30.84 |
| Adjust Balance/Transfer Amt | 89,116.31 ✓ |

Approved:
WILLIAM LITTLE, CFO 9/30/2022

APPROVED ON

SEP 30 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

| | | Transfer-Out | Transfer-In | MMC PORTION | | | | | NH PORTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | CIPP/Comp1 | CIPP/Comp 2 | CIPP/Comp3 | CIPP/Comp4 &Lapse | CIPP TI | |
| 9/27/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000290987 | - | 6,917.53 | | | | | - | 6,917.53 |
| 9/28/2022 | Deposit | - | 78,895.06 | | | | | - | 78,895.06 |
| 9/28/2022 | TSYS/TRANSFIRST BKCD STLMT 543684555876917 9 | - | 3,303.72 | | | | | - | 3,303.72 |
| 9/29/2022 | WIRE OUT NEXION HEALTH AT GOLDEN CREEK | 87,002.25 | - | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | 87,002.25 | 89,116.31 | - | - | - | - | - | 89,116.31 |

# Quick View

Select Quick View Accounts
Account Number / Name

Account Type

Search All

Select Group
Groups
Add Group

DDA

Data reported as of Sep 30, 202

| Account Number | Current Balance | Available Balance | Collected Balance | Prior Day Balanc |
|---|---|---|---|---|
| **Number of Accounts: 15** | **$5,336,603.33** | **$4,603,308.03** | **$5,336,603.33** | **$6,744,581.6** |
| *4551 CAL CO INDIGENT HEALTHCARE | $12,352.40 | $12,352.40 | $12,352.40 | $12,352.4 |
| *4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE | $89,246.75 | $98,861.19 | $89,246.75 | $176,249.0 |
| *4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 | $536.61 | $536.61 | $536.61 | $536.6 |
| *4357 MEMORIAL MEDICAL CENTER - OPERATING | $3,945,278.08 | $3,121,903.17 | $3,945,278.08 | $3,865,458.2 |
| *4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING | $431.99 | $431.99 | $431.99 | $431.9 |
| *4381 MEMORIAL MEDICAL CENTER / NH ASHFORD | $160,203.23 | $162,754.73 | $160,203.23 | $219,553.2 |
| *4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR | $99,870.72 | $101,898.10 | $99,870.72 | $235,830.4 |
| *4411 MEMORIAL MEDICAL CENTER / NH CRESCENT | $106,371.54 | $164,491.16 | $106,371.54 | $323,963.3 |
| *4446 MEMORIAL MEDICAL CENTER / NH FORT BEND | $55,081.96 | $56,965.72 | $55,081.96 | $162,366.6 |
| *4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON | $143,122.90 | $153,532.97 | $143,122.90 | $395,209.3 |
| *2998 MMC -MONEY MARKET FUND | $295,703.93 | $295,703.93 | $295,703.93 | $295,703.9 |
| *5506 MMC -NH BETHANY SENIOR LIVING | $177,037.56 | $177,161.06 | $177,037.56 | $460,815.3 |
| *5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID | $161,390.73 | $166,645.93 | $161,390.73 | $218,941.1 |
| *5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY | $3,562.49 | $3,656.63 | $3,562.49 | $8,161.3 |
| *3407 MMC -NH TUSCANY VILLAGE | $86,412.44 | $86,412.44 | $86,412.44 | $368,988.7 |

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
9/30/2022

| Nursing Home | Account Number | Previous Beginning Balance | Transfer-Out | Transfer-In | Chs Cleared | Pending Deposits | Today's Beginning Balance | Amount to Be Transferred to Nursing Home |
|---|---|---|---|---|---|---|---|---|
| [redacted] | 217715433 | 5,965.83 | 5,859.72 | 3,456.38 | | - | 3,562.49 | no transfer |
| | | | | | | Bank Balance | 3,562.49 | |
| | | | | | | Variance | - | |
| | | | | | | Leave in Balance | 100.00 | |

| | |
|---|---|
| July Interest | 2.32 |
| August Interest | 3.79 |
| September Interest | |
| Adjust Balance/Transfer Amt | 3,456.38 |

| Nursing Home | Account Number | Previous Beginning Balance | Transfer-Out | Transfer-In | Chs Cleared | Pending Deposits | Today's Beginning Balance | Amount to Be Transferred to Nursing Home |
|---|---|---|---|---|---|---|---|---|
| [redacted] | 217715441 | 57,673.64 | 57,550.40 | 161,267.49 | | - | 161,390.73 | 161,267.49 |
| | | | | | | Bank Balance | 161,390.73 | |
| | | | | | | Variance | - | |
| | | | | | | Leave in Balance | 100.00 | |

| | |
|---|---|
| July Interest | 9.85 |
| August Interest | 13.39 |
| September Interest | |
| Adjust Balance/Transfer Amt | 161,267.49 |

***Routing Information for Gulf Pointe Plaza:***

| | |
|---|---|
| TOTAL TRANSFERS | 164,723.87 |

*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:
WILLIAM UTTLE, CFO
9/30/2022

APPROVED ON

SEP 30 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

[redacted]

| | Transfer-Out | Transfer-In | MMC PORTION QIPP/Comp1 | QIPP/Comp 2 | QIPP/Comp3 | QIPP/Comp4 &Lapse | QIPP TI | NH PORTION |
|---|---|---|---|---|---|---|---|---|
| 9/27/2022 AETNA A501 HCCLAIMPMT 1912092790 51000011543 | - | 1,453.08 | | | | | - | 1,453.08 |
| 9/28/2022 HNB - ECHO HCCLAIMPMT 746003411 440000224046 | - | 742.43 | | | | | - | 742.43 |
| 9/29/2022 WIRE OUT HMG SERVICES, LLC | 5,859.72 | - | | | | | - | - |
| 9/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000264459 | - | 102.91 | | | | | - | 102.91 |
| 9/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000264459 | - | 315.39 | | | | | - | 315.39 |
| 9/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000264426 | - | 842.57 | | | | | - | 842.57 |
| | | | | | | | - | - |
| | | | | | | | - | - |
| | | | | | | | - | - |
| | 5,859.72 | 3,456.38 | - | - | - | - | - | 3,456.38 |

[redacted]

| | Transfer-Out | Transfer-In | MMC PORTION QIPP/Comp1 | QIPP/Comp 2 | QIPP/Comp3 | QIPP/Comp4 &Lapse | QIPP TI | NH PORTION |
|---|---|---|---|---|---|---|---|---|
| 9/26/2022 NORIDIAN J3A HCCLAIMPMT 675892 4Z00001165967 | - | 88,434.46 | | | | | - | 88,434.46 |
| 9/27/2022 WPS-TMEP CONTRAC HCCLAIMPMT 2302422099 21000 | - | 7,439.48 | | | | | - | 7,439.48 |
| 9/28/2022 Deposit | - | 40,698.82 | | | | | - | 40,698.82 |
| 9/28/2022 WPS-TMEP CONTRAC HCCLAIMPMT 2302441267 21000 | - | 1,361.50 | | | | | - | 1,361.50 |
| 9/28/2022 NORIDIAN J3A HCCLAIMPMT 675892 4200001297758 | - | 14,701.53 | | | | | - | 14,701.53 |
| 9/28/2022 HEALTH HUMAN SVC HCCLAIMPMT 17460034113013 2 | - | 8,631.70 | | | | | - | 8,631.70 |
| 9/29/2022 WIRE OUT HMG SERVICES, LLC | 57,550.40 | - | | | | | - | - |
| | | | | | | | - | - |
| | | | | | | | - | - |
| | 57,550.40 | 161,267.49 | - | - | - | - | - | 161,267.49 |
| | 63,410.12 | 164,723.87 | - | - | - | - | - | 164,723.87 |

# Quick View

Select Quick View Accounts
Account Number / Name

Account Type

Search All

Select Group
Groups
Add Group

DDA

Data reported as of Sep 30, 202

| Account Number | Current Balance | Available Balance | Collected Balance | Prior Day Balanc |
|---|---|---|---|---|
| **Number of Accounts: 15** | **$5,336,603.33** | **$4,603,308.03** | **$5,336,603.33** | **$6,744,561.6** |
| *4551 CAL CO INDIGENT HEALTHCARE | $12,352.40 | $12,352.40 | $12,352.40 | $12,352.4 |
| *4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE | $89,246.75 | $98,861.19 | $89,246.75 | $176,249.0 |
| *4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 | $536.61 | $536.61 | $536.61 | $536.6 |
| *4357 MEMORIAL MEDICAL CENTER - OPERATING | $3,945,278.08 | $3,121,903.17 | $3,945,278.08 | $3,865,458.2 |
| *4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING | $431.99 | $431.99 | $431.99 | $431.9 |
| *4381 MEMORIAL MEDICAL CENTER / NH ASHFORD | $160,203.23 | $162,754.73 | $160,203.23 | $219,553.2 |
| *4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR | $99,870.72 | $101,898.10 | $99,870.72 | $235,830.4 |
| *4411 MEMORIAL MEDICAL CENTER / NH CRESCENT | $106,371.54 | $164,491.16 | $106,371.54 | $323,963.3 |
| *4446 MEMORIAL MEDICAL CENTER / NH FORT BEND | $55,081.96 | $56,965.72 | $55,081.96 | $162,366.6 |
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| *5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY | $3,562.49 | $3,656.63 | $3,562.49 | $8,161.3 |
| *3407 MMC -NH TUSCANY VILLAGE | $86,412.44 | $86,412.44 | $86,412.44 | $368,988.7 |

Memorial Medical Center
Nursing Home UPL
Weekly Tuscany Transfer
Prosperity Accounts
9/30/2022

| Nursing Home | Account Number | Previous Beginning Balance | Transfer-Out | Transfer-In | Chks Cleared | Pending Deposits | | Today's Beginning Balance | Amount to Be Transferred to Nursing Home |
|---|---|---|---|---|---|---|---|---|---|
| [redacted] | 217843407 | 293,984.08 | 293,884.08 | 86,312.44 | - | - | | 86,412.44 | 86,312.44 |
| | | | | | | | Bank Balance | 86,412.44 | |
| | | | | | | | Variance | - | |
| | | | | | | | Leave in Balance | 100.00 | |
| | | | | | | | Adjust Balance/Transfer Amt | 86,312.44 | |

*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: 9/30/2022
WILLIAM LITTLE, CFO

APPROVED ON

SEP 30 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

| [redacted] | Transfer-Out | Transfer-In | MMC PORTION QIPP/Comp 1 | QIPP/Comp 2 | QIPP/Comp 3 | QIPP/Comp 4&Lapse | QIPP TI | NH PORTION |
|---|---|---|---|---|---|---|---|---|
| 9/26/2022 HNB - ECHO HCCLAIMPMT 746003411 440000246867 | - | 24.50 | | | | | - | 24.50 |
| 9/28/2022 Deposit | - | 73,296.25 | | | | | - | 73,296.25 |
| 9/28/2022 HNB - ECHO HCCLAIMPMT 746003411 440000224556 | - | 1,683.88 | | | | | - | 1,683.88 |
| 9/29/2022 WIRE OUT LINBAR ENTERPRISES, LLC | 293,884.08 | - | | | | | - | - |
| 9/29/2022 Deposit | - | 7,038.00 | | | | | - | 7,038.00 |
| 9/29/2022 HNB - ECHO HCCLAIMPMT 746003411 440000264404 | - | 4,269.81 | | | | | - | 4,269.81 |
| | | | | | | | - | - |
| | | | | | | | - | - |
| | 293,884.08 | 86,312.44 | - | - | - | - | - | 86,312.44 |

# Quick View

Select Quick View Accounts
Account Number / Name

Account Type

Search All

Select Group
Groups
Add Group

DDA

Data reported as of Sep 30, 202

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|---|---|---|---|---|
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| *4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 | $536.61 | $536.61 | $536.61 | $536.6 |
| *4357 MEMORIAL MEDICAL CENTER - OPERATING | $3,945,278.08 | $3,121,903.17 | $3,945,278.08 | $3,865,458.2 |
| *4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING | $431.99 | $431.99 | $431.99 | $431.9 |
| *4381 MEMORIAL MEDICAL CENTER / NH ASHFORD | $160,203.23 | $162,754.73 | $160,203.23 | $219,553.2 |
| *4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR | $99,870.72 | $101,898.10 | $99,870.72 | $235,830.4 |
| *4411 MEMORIAL MEDICAL CENTER / NH CRESCENT | $106,371.54 | $164,491.16 | $106,371.54 | $323,963.3 |
| *4446 MEMORIAL MEDICAL CENTER / NH FORT BEND | $55,081.96 | $56,965.72 | $55,081.96 | $162,366.6 |
| *4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON | $143,122.90 | $153,532.97 | $143,122.90 | $395,209.3 |
| *2998 MMC -MONEY MARKET FUND | $295,703.93 | $295,703.93 | $295,703.93 | $295,703.9 |
| *5506 MMC -NH BETHANY SENIOR LIVING | $177,037.56 | $177,161.06 | $177,037.56 | $460,815.3 |
| *5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID | $161,390.73 | $166,645.93 | $161,390.73 | $218,941.1 |
| *5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY | $3,562.49 | $3,656.63 | $3,562.49 | $8,161.3 |
| *3407 MMC -NH TUSCANY VILLAGE | $86,412.44 | $86,412.44 | $86,412.44 | $368,988.7 |

Memorial Medical Center
Nursing Home UPL
Weekly HSLTransfer
Prosperity Accounts
9/30/2022

| Nursing Home | Account Number | Previous Beginning Balance | Transfer-Out | Transfer-In | Cks Cleared | Pending Medicare Repayment | Today's Beginning Balance | Amount to Be Transferred to Nursing Home |
|---|---|---|---|---|---|---|---|---|
| [redacted] | 217715506 | 283,931.39 | 283,777.80 | 176,883.97 | | | 177,037.56 | 176,883.97 |
| | | | | | | Bank Balance | 177,037.56 | |
| | | | | | | Variance | - | |
| | | | | | | Leave in Balance | 100.00 | |
| | | | | | | July Interest | 30.43 | |
| | | | | | | August Interest | 23.16 | |
| | | | | | | September Interest | | |
| | | | | | | Adjust Balance/Transfer Amt | 176,883.97 | |

*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:
WILLIAM LITTLE, CFO 9/30/2022

APPROVED ON

SEP 30 2022

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

| | | Transfer-Out | Transfer-In | MMC PORTION | | | | | NH PORTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | OJPP/Comp1 | OJPP/Comp 2 | OJPP/Comp3 | OJPP/Comp4&Lapse | OJPP TI | |
| 9/26/2022 | Deposit | - | 1,580.00 | | | | | - | 1,580.00 |
| 9/26/2022 | Deposit | - | 4,025.72 | | | | | - | 4,025.72 |
| 9/26/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000248867 | - | 9,888.52 | | | | | - | 9,888.52 |
| 9/26/2022 | NOVITAS SOLUTION HCCLAIMPMT 676481 420000110 | - | 4,962.90 | | | | | - | 4,962.90 |
| 9/27/2022 | Deposit | - | 35,600.68 | | | | | - | 35,600.68 |
| 9/27/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000291205 | - | 8,435.00 | | | | | - | 8,435.00 |
| 9/27/2022 | NOVITAS SOLUTION HCCLAIMPMT 676481 420000114 | - | 2,853.85 | | | | | - | 2,853.85 |
| 9/28/2022 | Deposit | - | 100,737.38 | | | | | - | 100,737.38 |
| 9/28/2022 | HNB - ECHO HCCLAIMPMT 746003411 440000224064 | - | 8,799.92 | | | | | - | 8,799.92 |
| 9/29/2022 | WIRE OUT PORT LAVACA NH, LLC | 283,777.80 | - | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | | | | | | | - | - |
| | | 283,777.80 | 176,883.97 | - | - | - | - | - | 176,883.97 |

# Quick View

Select Quick View Accounts
Account Number / Name

Account Type

Search All

Select Group
Groups
Add Group

DDA

Data reported as of Sep 30, 202:

| Account Number | Current Balance | Available Balance | Collected Balance | Prior Day Balanc |
|---|---|---|---|---|
| **Number of Accounts: 15** | **$5,336,603.33** | **$4,603,308.03** | **$5,336,603.33** | **$6,744,561.6** |
| *4551 CAL CO INDIGENT HEALTHCARE | $12,352.40 | $12,352.40 | $12,352.40 | $12,352.4 |
| *4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE | $89,246.75 | $98,861.19 | $89,246.75 | $176,249.0 |
| *4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 | $536.61 | $536.61 | $536.61 | $536.6 |
| *4357 MEMORIAL MEDICAL CENTER - OPERATING | $3,945,278.08 | $3,121,903.17 | $3,945,278.08 | $3,865,458.2 |
| *4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING | $431.99 | $431.99 | $431.99 | $431.9 |
| *4381 MEMORIAL MEDICAL CENTER / NH ASHFORD | $160,203.23 | $162,754.73 | $160,203.23 | $219,553.2 |
| *4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR | $99,870.72 | $101,898.10 | $99,870.72 | $235,830.4 |
| *4411 MEMORIAL MEDICAL CENTER / NH CRESCENT | $106,371.54 | $164,491.16 | $106,371.54 | $323,963.3 |
| *4446 MEMORIAL MEDICAL CENTER / NH FORT BEND | $55,081.96 | $56,965.72 | $55,081.96 | $162,366.6 |
| *4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON | $143,122.90 | $153,532.97 | $143,122.90 | $395,209.3 |
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| *5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID | $161,390.73 | $166,645.93 | $161,390.73 | $218,941.1 |
| *5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY | $3,562.49 | $3,656.63 | $3,562.49 | $8,161.3 |
| *3407 MMC -NH TUSCANY VILLAGE | $86,412.44 | $86,412.44 | $86,412.44 | $368,988.7 |

**CALHOUN COUNTY, TEXAS**

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.03.22

1000 - GENERAL FUND

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| COMMISSIONERS COURT | 230 | COUNTY HEALTH/WELLNESS PROGRAM | 61425 | LESA JUREK | 1088 | PO2304... | COMM CRT 9/28 REIMB FOR TEA & PLATES FOR LUNCH & LEARN | 8.64 | |
| | | PATHOLOGIST FEES | 64520 | VICTORIA MORTUARY SERVICE INC | 8238 | 220854 | COMM CRT 8/28 TRANSP SVC TRAVIS CNTY ME FOR E. PEREZ | 702.50 | |
| COMMISSIONERS COURT | Total 230 | | | | | | | 711.14 | 0.00 |
| COUNTY AUDITOR | 190 | GENERAL OFFICE SUPPLIES | 53020 | ABILA | 168 | A007738... | AUDITOR 9/20 2022 W-2s & 1099s | 281.93 | |
| | | MACHINE MAINTENANCE | 63500 | DEWITT POTH & SON LLC | 3379 | 6939740 | AUDITOR 9/15 COPIER COUNT | 54.71 | |
| COUNTY AUDITOR | Total 190 | | | | | | | 336.64 | 0.00 |
| DISTRICT ATTORNEY | 510 | GENERAL OFFICE SUPPLIES | 53020 | AQUA BEVERAGE CO | 89 | 220400 | DA 8/16 WATER | 40.00 | |
| | | | 53020 | AQUA BEVERAGE CO | 89 | 223304 | DA 8/31 AUGUST 2022 COOLER RENTAL | 12.50 | |
| | | TRAINING REGISTRATION FEES/TRAVEL | 66310 | TEXAS DIST & CO ATTORNEY ASSOC | 7606 | 209997 | DA 9/12 2022 ELEC PROS CONF REG D.H./ S.R. 11.30-12.2022 | 700.00 | |
| | | BOOKS-LAW | 70500 | JAMES PUBLISHING INC. | 3803 | 197086 | DA 9/14 TX CRIMINAL LAWYER'S HANDBOOK | 201.00 | |
| DISTRICT ATTORNEY | Total 510 | | | | | | | 953.50 | 0.00 |
| DISTRICT COURT | 430 | ADULT ASSIGNED-ATTORNEY FEES | 60050 | DOWNING GILLIAM LAW PLLC | 4062 | 2022215 | DIST CRT 9/20 CAUSE# 17-03- 7769 A. GRIMALDO | 75.00 | |
| | | | 60050 | DOWNING GILLIAM LAW PLLC | 4062 | 2022216 | DIST CRT 9/20 CAUSE# 2021-CR- 8510-DC A. GRIMALDO | 3,543.75 | |
| | | | 60050 | DOWNING GILLIAM LAW PLLC | 4062 | 2022217 | DIST CRT 9/20 CAUSE# 2021-CR- 8511-DC A. GRIMALDO | 75.00 | |
| | | | 60050 | DOWNING GILLIAM LAW PLLC | 4062 | 2022218 | DIST CRT 9/20 CAUSE# 2021-CR- 8461-DC C. MCBRIDE | 2,700.00 | |

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| | | | 60050 | DOWNING GILLIAM LAW PLLC | 4062 | 2022219 | DIST CRT 9/20 CAUSE# 2022-CR- 8570-DC C. MCBRIDE | 75.00 | |
| | | | 60050 | DOWNING GILLIAM LAW PLLC | 4062 | 2022220 | DIST CRT 9/20 CAUSE# 21-PF- 0022-DC S. GARZA | 75.00 | |
| | | | 60050 | DOWNING GILLIAM LAW PLLC | 4062 | 2022221 | DIST CRT 9/20 CAUSE# 21-PF- 0025-DC S. GARZA | 1,950.00 | |
| | | | 60050 | DOWNING GILLIAM LAW PLLC | 4062 | 2022222 | DIST CRT 9/20 CAUSE# 2021-CR- 8497-DC H. LISTER, JR | 2,268.75 | |
| | | COURT REPORTER-SPECIAL | 61460 | GABRYSCH MARNIE D. | 5045 | PO4302... | DIST CRT 9/12 CAUSE# 2020-CR- 8342-DC C. ALEMAN | 93.50 | |
| | | TRAVEL-COURT REPORTER-135TH | 66468 | DORINDA K. NORRELL | 5470 | PO4302... | DIST CRT 9/15 TRAVEL CRT REPORTER 135TH 01/2022-09/2022 | 89.75 | |
| | | TRAVEL-COURT REPORTER-24TH | 66470 | GABRYSCH MARNIE D. | 5045 | PO4302... | DIST CRT 9/16 TRAVEL FOR 24TH COURT REPORTER 1/2022-9/2022 | 388.25 | |
| | | TRAVEL-COURT REPORTER-ROVING | 66474 | KOETTER KIMBERLY HALEY | 3024 | 2022038 | DIST CRT 9/14 TRAVEL CRT REPORTING ROVING 07.05.22-09.01.22 | 68.76 | |
| DISTRICT COURT | Total 430 | | | | | | | 11,402.76 | 0.00 |
| EMERGENCY MEDICAL SERVICES | 345 | MACHINE MAINTENANCE | 63500 | STRYKER SALES CORPORATION | 5881 | 3714537M | EMS 3/25 1YR MAINT AGRMT COTS, STAIR CHAIRS, STRETCHERS | 21,281.28 | |
| EMERGENCY MEDICAL SERVICES | Total 345 | | | | | | | 21,281.28 | 0.00 |
| EXTENSION SERVICE | 110 | TELEPHONE SERVICES | 66192 | MCI MEGA PREFERRED | 5035 | POCMI0... | CALCO 9/19 ACCT# 08615304863 | 4.78 | |
| EXTENSION SERVICE | Total 110 | | | | | | | 4.78 | 0.00 |
| JAIL OPERATIONS | 180 | PRISONER MEDICAL SERVICES | 64910 | SOUTHERN HEALTH PARTNERS | 3460 | ADP17341 | JAIL 8/31 AUGUST 2022 POPULATION INCREASE | 116.25 | |

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| | | | 64910 | SOUTHERN HEALTH PARTNERS | 3460 | ADP17358 | JAIL 8/31 JUNE 2022 POPULATION INCREASE | 37.50 | |
| | | | 64910 | SOUTHERN HEALTH PARTNERS | 3460 | OCP19811 | JAIL 8/31 AUGUST 2022 COST POOL OVERAGE MEDICAL | 5,459.26 | |
| JAIL OPERATIONS | Total 180 | | | | | | | 5,613.01 | 0.00 |
| JUSTICE OF PEACE PRECINCT #2 | 460 | TRAVEL OUT OF COUNTY | 66498 | TEXAS STATE UNIVERSITY | 7745 | 64227 | JP2 9/19 FY_23 JP SEMINAR REG/LODG 6.12.2023 E. SANCHEZ | 260.00 | |
| | | | 66498 | TEXAS STATE UNIVERSITY | 7745 | 64261 | JP2 9/19 FY_23 JP SEMINAR REG/LODGE 2.27.2023 K. CORDELL | 260.00 | |
| JUSTICE OF PEACE PRECINCT #2 | Total 460 | | | | | | | 520.00 | 0.00 |
| JUSTICE OF PEACE-PRECINCT #1 | 450 | TRAINING TRAVEL OUT OF COUNTY | 66316 | TEXAS STATE UNIVERSITY | 7745 | 63279 | JP1 9/12 FY_23 JP SEMINAR REG/LODGE 11.27.2022 H. KURTZ | 315.00 | |
| | | | 66316 | TEXAS STATE UNIVERSITY | 7745 | 64331 | JP1 9/19 FY_23 JP SEMINAR REG/LODGE 02.27.2023 C. VARGAS | 260.00 | |
| JUSTICE OF PEACE-PRECINCT #1 | Total 450 | | | | | | | 575.00 | 0.00 |
| JUSTICE OF PEACE-PRECINCT #3 | 470 | MISCELLANEOUS | 63920 | THE PORT LAVACA WAVE | 62340 | 0003570... | JP3 9/1 2022-2023 YEARLY SUBSCRIPTION | 45.00 | |
| | | TELEPHONE SERVICES | 66192 | MCI COMM SERVICE | 3181 | 5P82989... | JP3 9/19 ACCT# 5P829898 SEPTEMBER 2022 LONG DISTANCE SERVICE | 32.34 | |
| JUSTICE OF PEACE-PRECINCT #3 | Total 470 | | | | | | | 77.34 | 0.00 |
| JUSTICE OF PEACE-PRECINCT #4 | 480 | TELEPHONE SERVICES | 66192 | MCI MEGA PREFERRED | 5035 | POCMI0... | CALCO 9/19 ACCT# 08615304863 | 1.97 | |

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| JUSTICE OF PEACE-PRECINCT #4 | Total 480 | | | | | | | 1.97 | 0.00 |
| JUSTICE OF PEACE-PRECINCT #5 | 490 | GENERAL OFFICE SUPPLIES | 53020 | ODP BUSINESS SOLUTIONS LLC | 12340 | 2619067... | JP5 9/15 MISC OFFICE SUPPLIES | 24.98 | |
| | | TELEPHONE SERVICES | 66192 | MCI MEGA PREFERRED | 5035 | POCMI0... | CALCO 9/19 ACCT# 08615304863 | 1.75 | |
| JUSTICE OF PEACE-PRECINCT #5 | Total 490 | | | | | | | 26.73 | 0.00 |
| LIBRARY | 140 | GENERAL OFFICE SUPPLIES | 53020 | AMAZON CREDIT PLAN | 1300 | 4395856... | LIBRARY 9/2 FACE MASK HOLDER, OFFICE CHAIR, 2 BOOKS | 154.98 | |
| | | | 53020 | AMAZON CREDIT PLAN | 1300 | 9467886... | LIBRARY 8/11 8 BOOKS, LAMINATING POUCHES | 15.98 | |
| | | REPAIRS-PORT OCONNOR LIBRARY | 65474 | VICTORIA AIR CONDITIONING LTD | 8296 | 199332 | POC LIBRARY 9/15 LABOR/ MATERIAL FOR AC REPAIRS | 285.03 | |
| | | TELEPHONE SERVICES | 66192 | MCI MEGA PREFERRED | 5035 | POCMI0... | CALCO 9/19 ACCT# 08615304863 | 8.12 | |
| | | UTILITIES-PORT O'CONNOR LIBRARY | 66620 | VICTORIA ELECTRIC COOP | 8205 | 1008600... | LIBRARY 9/26 ACCT# 10086-002 KWH 2891 POC LOCATION | 340.61 | |
| | | AUDIO/DVD/OTHER MATL-LIBRARY | 70456 | AMAZON CREDIT PLAN | 1300 | 7953386... | LIBRARY 8/27 DVD | 13.88 | |
| | | | 70456 | AMAZON CREDIT PLAN | 1300 | 8456693... | LIBRARY 8/16 DVD | 17.96 | |
| | | | 70456 | AMAZON CREDIT PLAN | 1300 | 9349866... | LIBRARY 8/21 2 BOOKS, DVD | 19.99 | |
| | | | 70456 | AMAZON CREDIT PLAN | 1300 | 9499874... | LIBRARY 8/16 6 BOOKS, DVD | 59.88 | |
| | | | 70456 | AMAZON CREDIT PLAN | 1300 | 9839565... | LIBRARY 8/30 10 BOOKS, DVD | 17.96 | |
| | | BOOKS & PRINT MATL-LIBRARY | 70550 | AMAZON CREDIT PLAN | 1300 | 4395856... | LIBRARY 9/2 FACE MASK HOLDER, OFFICE CHAIR, 2 BOOKS | 21.55 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 4455538... | LIBRARY 9/7 BOOK | 20.70 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 4484883... | LIBRARY 8/17 REFUND | | 1.01 |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 4538575... | LIBRARY 8/20 7 BOOKS | 91.35 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 4568746... | LIBRARY 8/16 BOOK | 9.99 | |

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 4579456... | LIBRARY 9/6 BOOK | 11.70 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 4697946... | LIBRARY 8/10 BOOK | 16.17 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 4935666... | LIBRARY 9/7 REFUND | | 26.95 |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 5638333... | LIBRARY 8/13 BOOK | 85.00 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 7533546... | LIBRARY 9/6 BOOK | 26.95 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 8653355... | LIBRARY 7/15 BOOK | 38.99 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 8838386... | LIBRARY 8/12 BOOK | 13.91 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 9349866... | LIBRARY 8/21 2 BOOKS, DVD | 24.07 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 9467886... | LIBRARY 8/11 8 BOOKS, LAMINATING POUCHES | 74.61 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 9499874... | LIBRARY 8/16 6 BOOKS, DVD | 105.40 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 9669794... | LIBRARY 8/30 BOOK | 9.99 | |
| | | | 70550 | AMAZON CREDIT PLAN | 1300 | 9839565... | LIBRARY 8/30 10 BOOKS, DVD | 98.68 | |
| | | | 70550 | BAKER & TAYLOR | 403 | 5017928... | LIBRARY 8/23 18 BOOKS | 266.01 | |
| LIBRARY | Total 140 | | | | | | | 1,849.46 | 27.96 |
| MISCELLANEOUS | 280 | TELEPHONE SERVICES | 66192 | FRONTIER COMMUNICATIONS | 2855 | 3615536... | MUSEUM9/22 ACCT# 361-553-6868- 083005-5 TELEPHONE SVC | 57.12 | |
| | | | 66192 | MCI MEGA PREFERRED | 5035 | POCMI0... | CALCO 9/19 ACCT# 08615304863 | 214.99 | |
| MISCELLANEOUS | Total 280 | | | | | | | 272.11 | 0.00 |
| NUISANCE ORDINANCE ENFORCEMENT | 725 | POSTAGE | 64790 | BOYD STEVEN | 4261 | PO0928... | NUIS ORD 9/28 REFUND CERTIFIED MAIL | 15.70 | |
| NUISANCE ORDINANCE ENFORCEMENT | Total 725 | | | | | | | 15.70 | 0.00 |
| ROAD AND BRIDGE-PRECINCT #1 | 540 | MACHINERY PARTS/SUPPLIES | 53210 | AUTO PARTS AND MACHINE CO. | 24 | 993150 | RB1 9/21 OIL FILTER FOR #0264 ROLLER | 22.79 | |

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| | | | 53210 | O'REILLY AUTO PARTS | 5803 | 0575265... | RB1 9/20 #23-0204 CHINCHILLA PWR RTD BELT | 18.81 | |
| | | | 53210 | TRI-WHOLESALE COMPANY, INC. | 7637 | 9301102... | RB1 9/21 #0321 FUEL SPIN-ON, #0264 FUEL/SHOP DIESEL FUEL TNK | 112.51 | |
| | | | 53210 | TRI-WHOLESALE COMPANY, INC. | 7637 | 9301102... | RB1 9/21 LUBE FOR #0264 | 7.52 | |
| | | | 53210 | TRI-WHOLESALE COMPANY, INC. | 7637 | 9301102... | RB1 9/21 #0321 PAD FOOT OIL FILTER/ FUEL FILTER RED | 16.54 | |
| | | | 53210 | TRI-WHOLESALE COMPANY, INC. | 7637 | 9301102... | RB1 9/21 RETURN #0321 PAD FOOT FUEL FILTER REI | | 12.59 |
| | | LUMBER | 53550 | GULF COAST HARDWARE LLC | 63191 | 169089 | RB1 9/21 LUMBER FOR MAILBOX POST | 999.70 | |
| | | JANITOR SUPPLIES | 53640 | CINTAS CORPORATION LOC. 083 | 958 | 4132111... | RB1 9/22 MATS & UNIFORMS | 32.66 | |
| | | SUPPLIES-MISCELLANEOUS | 53992 | GULF COAST PAPER CO INC | 2619 | 2289724 | RB1 9/20 2-PLY TISSUE (12) | 725.40 | |
| | | | 53992 | GULF COAST HARDWARE LLC | 63191 | 169047 | RB1 9/20 MAG BEACH RD - SPRAY PAINT TO COVER GRAFFITI | 13.98 | |
| | | | 53992 | GULF COAST HARDWARE LLC | 63191 | 169079 | RB1 9/21 MISC SHOP SUPPLIES | 11.99 | |
| | | UNIFORMS | 53995 | CINTAS CORPORATION LOC. 083 | 958 | 4132111... | RB1 9/22 MATS & UNIFORMS | 210.15 | |
| | | GARBAGE COLL-MAGNOLIA BEACH | 62660 | REPUBLIC SERVICES #847 | 8897 | 0847001... | RB1 9/26 ACCT# 3-0847-0010464 GARBAGE PICKUP | 569.72 | |
| | | UTILITIES | 66600 | VICTORIA ELECTRIC COOP | 8205 | 9812700... | RB1 9/26 ACCT# 981270-020 KWH 2632 873 MARGIE TEWMEY RD | 324.17 | |
| | | UTILITIES-PARKS | 66614 | VICTORIA ELECTRIC COOP | 8205 | 9812700... | RB1 9/26 ACCT# 981270-002 KWH 160 002 INDIANOLA | 45.30 | |
| | | | 66614 | VICTORIA ELECTRIC COOP | 8205 | 9812700... | RB1 9/26 ACCT# 981270-003 KWH 0 003 INDIANOLA | 32.91 | |
| | | | 66614 | VICTORIA ELECTRIC COOP | 8205 | 9812700... | RB1 9/26 ACCT# 981270-016 KWH 480 1300 OCEAN DR | 79.90 | |
| | | | 66614 | VICTORIA ELECTRIC COOP | 8205 | 9812700... | RB1 9/26 ACCT# 981270-019 KWH 0 200 OCEAN DR | 10.97 | |

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| | | | 66614 | VICTORIA ELECTRIC COOP | 8205 | 9812700... | RB1 9/26 ACCT# 981270- 025 KWH 348 CHOCO BAYOU BOAT RAMP | 99.11 | |
| ROAD AND BRIDGE-PRECINCT #1 | Total 540 | | | | | | | 3,334.13 | 12.59 |
| ROAD AND BRIDGE-PRECINCT #2 | 550 | UNIFORMS | 53995 | CINTAS CORPORATION LOC. 083 | 958 | 4131801... | RB2 9/20 WEEKLY UNIFORM SVC 09.19-23.2022 | 68.28 | |
| | | MISCELLANEOUS | 63920 | TEXAS DEPT. OF AGRICULTURE | 7641 | 01938157 | RB2 9/6 NONCOMMERCIAL POLITICAL APP LICENSE R. BEST | 75.00 | |
| ROAD AND BRIDGE-PRECINCT #2 | Total 550 | | | | | | | 143.28 | 0.00 |
| ROAD AND BRIDGE-PRECINCT #4 | 570 | MACHINERY PARTS/SUPPLIES | 53210 | DANIEL INDUSTRIES | 3695 | 3625 | RB4 9/22 PARTS FOR MOSQUITO UNITS | 110.00 | |
| | | | 53210 | TRI-WHOLESALE COMPANY, INC. | 7637 | 9301102... | RB4 9/20 BELT | 24.40 | |
| | | | 53210 | ADAPCO LLC | 8458 | 132482 | RB4 8/10 BELT FOR MOSQUITO SPRAYER | 305.02 | |
| | | ROAD & BRIDGE SUPPLIES | 53510 | QUALITY HOT MIX INC | 6603 | 27778 | RB4 9/21 903.54 TONS PB# 4 TOPPING ROCK | 72,092.03 | |
| | | SUPPLIES-MISCELLANEOUS | 53992 | CINTAS CORPORATION LOC. 083 | 958 | 4136779... | RB4 9/19 SUPPLIES | 16.44 | |
| | | MISCELLANEOUS | 63920 | DIAMOND INSPECTIONS #2 | 1422 | 23330 | RB4 9/20 (2) STATE INSPECTIONS | 14.00 | |
| | | | 63920 | KERRI BOYD, TAX ASSESSOR | 4041 | 1222002... | RB4 9/20 REGISTRATION RENEWAL LP# 1222002 | 7.50 | |
| | | | 63920 | KERRI BOYD, TAX ASSESSOR | 4041 | 1346033... | RB4 9/20 REGISTRATION RENEWAL LP# 1346033 | 7.50 | |
| | | OUTSIDE SERVICES | 64400 | RUDON LEASE SERVICE INC | 6840 | 6568 | RB4 9/20 HAUL EQUIP FROM SHAFER RD TO CNTRY WAREHOUSE | 450.00 | |
| | | TELEPHONE SERVICES | 66192 | MCI MEGA PREFERRED | 5035 | POCMI0... | CALCO 9/19 ACCT# 08615304863 | 3.40 | |
| | | UNIFORMS | 66590 | CINTAS CORPORATION LOC. 083 | 958 | 4136779... | RB4 9/19 UNIFORMS | 92.49 | |

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| | | CAPITAL OUTLAY | 70750 | QUILL LLC | 6602 | 27817481 | RB4 9/20 (2) FILING CABINETS | 826.46 | |
| ROAD AND BRIDGE-PRECINCT #4 | Total 570 | | | | | | | 73,949.24 | 0.00 |
| SHERIFF | 760 | AUTOMOTIVE REPAIRS | 60360 | AUTO ZONE | 6 | 3512344... | SO 8/28 FLOOR MATS U13 | 64.39 | |
| | | TELEPHONE SERVICES | 66192 | MCI MEGA PREFERRED | 5035 | POCMI0... | CALCO 9/19 ACCT# 08615304863 | 14.86 | |
| SHERIFF | Total 760 | | | | | | | 79.25 | 0.00 |
| WASTE MANAGEMENT | 380 | TELEPHONE SERVICES | 66192 | INFINIUM BROADBAND INTERNET | 3378 | 35765 | WASTE MGMT 9/29 ACCT# ACC0002266 INTERNET SERVICE | 59.00 | |
| WASTE MANAGEMENT | Total 380 | | | | | | | 59.00 | 0.00 |

**CALHOUN COUNTY, TEXAS**

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.03.22

2697 - DONATIONS FUND

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| NO DEPARTMENT | 999 | BOOKS & PRINT MATL-LIBRARY | 70550 | AMAZON CREDIT PLAN | 1300 | 9839565... | LIBRARY 8/30 10 BOOKS, DVD | 12.93 | |
| NO DEPARTMENT | Total 999 | | | | | | | 12.93 | 0.00 |

**CALHOUN COUNTY, TEXAS**

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.03.22

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 | AMAZON CREDIT PLAN | 1300 | 4669947... | LIBRARY 8/20 LICENSED HOVERBOARD | 71.82 | |
| NO DEPARTMENT | Total 999 | | | | | | | 71.82 | 0.00 |

**CALHOUN COUNTY, TEXAS**

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.03.22

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 | RENTAL DEPOSITS | 20820 | KROLCZYK BLAKE | RF0... | 0927 | POC COMM CTR 1/5 REFUND DEPOSIT | 200.00 | |
| NO DEPARTMENT | Total 999 | | | | | | | 200.00 | 0.00 |

**CALHOUN COUNTY, TEXAS**

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.03.22

2870 - 6MILE PIER/BOAT RAMP INSUR/MAINT (ALCOA)

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| NO DEPARTMENT | 999 | MAINTENANCE | 62635 | ROGERS DANNY L | 63729 | 2022002 | SIX MILE PIER PARK 9/5 MERRY GO ROUND REPAIRS | 2,000.00 | |
| NO DEPARTMENT | Total 999 | | | | | | | 2,000.00 | 0.00 |

**CALHOUN COUNTY, TEXAS**

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.03.22

5150 - CAPITAL PROJECTS ROAD BRIDGE INFRASTRCT

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| NO DEPARTMENT | 999 | EMERGENCY ROAD RECONSTRUCTION | 71255 | K-C LEASE SERVICE INC | 2893 | 74465 | RB2 8/9 CAP PROJ RB INFRASTRUCTURE FLOOD 51.07 TON LIMESTONE | 1,915.12 | |
| NO DEPARTMENT | Total 999 | | | | | | | 1,915.12 | 0.00 |

**CALHOUN COUNTY, TEXAS**
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.03.22
9200 - JUVENILE PROBATION FUND

| Dept Title | Dept C... | GL Title | GL Code | Vendor Name | Ven... ID | Document Number | Transaction Description | Debit | Credit |
|---|---|---|---|---|---|---|---|---|---|
| NO DEPARTMENT | 999 | TELEPHONE SERVICES | 66192 | AT&T MOBILITY | 5209 | 3615539... | JUV PROB 9/11 ACCT# 287295876979 CELL SERVICE | 358.84 | |
| NO DEPARTMENT | Total 999 | | | | | | | 358.84 | 0.00 |
| Report Total | | | | | | | | 125,765.03 | 40.55 |