

INVITATION TO BID

ALLIGATOR MANAGEMENT

AND NUISANCE CONTROL

For the Calhoun County Green Lake Project

Bid Number: 2020-04

Bid Period: January 1, 2020 thru December 31, 2020
With the Option to Renew Yearly

BIDS WILL BE RECEIVED UNTIL

2:00 PM, Wednesday, December 18, 2019

AT THE OFFICE OF

Richard H. Meyer, County Judge,

Calhoun County Courthouse,

211 S. Ann St., Suite 301, Port Lavaca, TX 77979

Public Bid Opening will be conducted at 2:00 PM, Wednesday, December 18, 2019 in the County Judge's office, Calhoun County Courthouse, 3rd Floor, Suite 301, Port Lavaca, Texas

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INVITATION TO BID

BY ORDER OF the Commissioners' Court of Calhoun County, Texas, sealed bids will be received for:

**ALLIGATOR MANAGEMENT
AND NUISANCE CONTROL
For the Calhoun County Green Lake Project**

Bid Number: 2020-04

Bid Period: January 1, 2020 thru December 31, 2020

With the Option to Renew Yearly

BID PACKET: May be obtained by contacting the Calhoun County Auditor's Office.

Peggy Hall, Assistant Auditor
Calhoun County Courthouse Annex II
202 S. Ann St., Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Email: peggy.hall@calhouncotx.org

Or on the county's website: www.calhouncotx.org, under Bid Notices and Results

DEADLINE FOR SUBMISSION OF BIDS: By 2:00 PM, Wednesday, December 18, 2019

Return entire Invitation To Bid package (pages 1-31) and all required forms

SUBMISSION OF BIDS:

Sealed bid shall be submitted to: Richard H. Meyer, County Judge
Calhoun County Courthouse
211 S Ann St, Suite 301
Port Lavaca TX 77979

The outside of the 9 x 12 or larger envelope must be clearly marked:

SEALED BID – ALLIGATOR MANAGEMENT AND NUISANCE CONTROL – Bid Number: 2020-04

If you send your bid by UPS, FEDEX, etc., the outside of this envelope must be clearly marked:

SEALED BID – ALLIGATOR MANAGEMENT AND NUISANCE CONTROL – Bid Number: 2020-04

BID OPENING: Public bid opening will be conducted at 2:00 PM, Wednesday, December 18, 2019 in the County Judge's Office, Calhoun County Courthouse, 3rd Floor, Suite 301, Port Lavaca, Texas

BID AWARD: Award information will be sent to all vendors that submitted a bid. Bid awards will also be posted on the county's website (www.calhouncotx.org) under Bid Notices and Results as soon as time permits.

RETURN INSTRUCTIONS

For
Submitting a Bid for
ALLIGATOR MANAGEMENT
AND NUISANCE CONTROL
For the Calhoun County Green Lake Project
Bid Number: 2020-04
Bid Period: January 1, 2020 thru December 31, 2020
With the Option to Renew Yearly

Return the following by 2:00 PM, WEDNESDAY, DECEMBER 18, 2019

The ENTIRE Invitation To Bid Packet (pages 1-31) with all required forms included and or filled out, signed and dated.

Check List for submitting your Bid:

Be sure all necessary forms are included and or completed, signed and dated

_____ Return one original Bid (Pages 1-31)

Be sure to include: Copy of current Permit/Certification with TPWD, Form 1295 and Copy Certificate of Liability Insurance

Be sure to complete the following.

If a question or form is not applicable, mark the question or form with "NA"

_____ Bid (page 19)

_____ Current Certification with TPWD (page 20)

Please provide a copy of your current certification with TPWD

_____ Affidavit (page 21)

_____ Certificate of Interested Parties, Form 1295 (pages 22-23)

Form 1295 must be completed online – Copy that is included is Sample Copy Only

Do Not Fill Out Sample Copy. Form 1295 must be completed online.

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

Be sure that all of #6 is completed and signed. Do not leave out any information.

This form does not need to be notarized. It is now an Unsworn Declaration.

_____ Certificate of Liability Insurance (page 24)

Please provide a copy of your Certificate of Liability Insurance (proof of required coverage)

Once the bid is awarded, the vendor that is awarded the bid must provide a Certificate of Liability Insurance that reflects that

Calhoun County (certificate holder) is an additional insured on general liability subject to the conditions of the additional insured)

_____ Certification Regarding Debarment & Suspension and Other Responsibility Matters (pages 25-27)

_____ Conflict of Interest Questionnaire, Form CIQ (pages 28-29)

_____ House Bill 89 Verification (page 30)

_____ Residence Certification (page 31)

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 – Alligator Management and Nuisance Control – Bid Number: 2020-04

If you send your bid by UPS, FEDEX, etc., the outside of this envelope must be clearly marked:

Sealed Bid – Alligator Management and Nuisance Control – Bid Number: 2020-04

Submit Sealed Bid to: Richard H. Meyer, County Judge
Calhoun County Courthouse
211 S. Ann St., Suite 301
Port Lavaca, TX 77979

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

Read all documents carefully. Follow all instructions. Vendors are responsible for fulfilling all requirements and specifications.

General Conditions, *if applicable*, apply to all advertised bids, proposals and/or contracts; 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:

Vendor is advised that the Invitation to Bid, Request for Proposal 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 Invitation to Bid, Request for Proposal and/or Contract.

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

Bid, Proposal and/or Contract Form Completion:

Once a bid, proposal 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.

Fill out, sign, and return to the Calhoun County Judge's Office the required number of bid forms, proposal forms, and/or contracts, and any other required information by the day and time the bid, proposal and/or contract is due.

The bid, proposal and/or contract must be signed and dated by an officer (or employee) who is duly authorized to execute this bid, proposal and/or contract, and that this company, corporation, firm, partnership or individual has not prepared this bid, proposal and/or contract in collusion with any other vendor, and that the contents of this bid, proposal and/or contract as to prices, terms or conditions of said bid, proposal 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 prior to the official opening of this bid, proposal and/or contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bid, proposal and/or contract. If an error is made, the vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Bid, Proposal and/or Contract Return:

On or before the due date and time, the bidder must return all completed bids, proposals and/or contracts and required information and copies to the Calhoun County Judge's Office, 211 S. Ann St., 3rd Floor, Suite 301, Port Lavaca, Texas.

The clock in the Calhoun County Judge's office is the official clock that will be used in determining the time the bid, proposal and/or contract is received and the time the bid, proposal and/or contract will be opened. A late delivery with an early postmark will not suffice.

Calhoun County will not be responsible for the delivery of your bid, proposal and/or contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to mail, carrier, etc. Calhoun County does not accept faxed or emailed bids, proposals and/or contracts. If the vendor would like to confirm the delivery of their bid, proposal and/or contract, the vendor may call the Calhoun County Judge's office at 361-553-4600. Late bids, proposals and/or contracts will not be accepted. Bids, proposals and/or contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, proposals 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 envelope must be clearly marked: SEALED BID (PROPOSAL) and the name of the bid or proposal and bid, proposal and/or contract number, if any, must also be clearly stated.

Withdrawal of BID, Proposal and/or Contract:

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

A bid, proposal and/or contract that were opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the bid, proposal and/or contract price. Bids, proposals and/or contracts containing an error may be offered "as is" or withdrawn by the vendor in accordance with applicable State Laws.

Bid, Proposal and/or Contract Opening and Award:

Vendors are invited to be present at the opening and awarding of the bid, proposal and/or contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions and the specifications, the specifications 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 that received a bid, proposal and/or contract package 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.

Hold Harmless Agreement:

The successful vendor shall defend, indemnify and hold Calhoun County and its officers, 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 performance. Vendor shall procure and maintain, with respect to the subject matter of this bid, proposal and/or contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employers liability and auto insurance with adequate limits to cover vendor's liability as may arise directly or indirectly from work performed under terms of this bid, proposal and/or contract. Certification of such coverage must name Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Vendor and vendor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Calhoun County as an indirect party to any suit arising out of personal or property damages resulting from vendor's performance under this agreement.

Bonds:

If this bid or proposal requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or proposals 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. Tax exempt forms will be furnished upon request to the Calhoun County Auditor's Office.

Pricing:

Prices for all goods and/or services shall be firm for the duration of this bid, proposal and/or contract and shall be stated on the bid sheet, proposal and/or contract. 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 vendor and included in the bid, proposal and/or contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, vendor must indicate the items required and their costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department before accepting them.

Testing:

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

Material Safety Data Sheets:

Under the “Hazardous Communications Act”, commonly known as the “Texas Right To Know Act”, a 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 vendor to furnish this documentation will be cause to reject any bid, proposal and/or contract applying thereto.

Awards:

Calhoun County reserves the right to award this bid, proposal and/or contract on the basis of lowest and/or best bid, proposal 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 vendor, to reject any or all bids, proposals and/or contracts and to be the sole judge in determining which bid, proposal and/or contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and award a bid, proposal and/or contract based on lowest and best bid, proposal, and/or contract meeting specifications. “Lowest and best bid, proposal 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 and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options bid and/or proposed 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.

In the event of tie bids, proposal and/or contracts, the winning bid, proposal 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, proposals and/or contracts.

Assignment:

The successful vendor may not assign, sell or otherwise transfer this bid, proposal and/or contract without written permission of Calhoun County Commissioners’ Court.

Term of Bids, Proposals and/or Contracts:

If the bid, proposal and/or contract are intended to cover a specific time period, said time will be given in the specifications and/or instructions.

Bid, Proposal and/or Contract Obligation:

Bids, proposals 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 and/or agreements until authorized by Calhoun County Commissioners’ Court.

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 vendor that met specifications.

Rejections:

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

All disputes concerning quality of supplies, products, and/or services delivered under this bid, proposal 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, proposal and/or contract for default if the vendor breaches any of the terms therein, including warranties of vendor or if the 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 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, proposals and/or contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled bid, proposal and/or contract to the next lowest and best vendor that met specifications and is deemed to be in the interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any bid, proposal and/or contract submitted by a vendor owing delinquent property taxes to Calhoun County, Texas.

If the vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the bid, proposal and/or contract. Despite anything to the contrary, if the vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, vendor assigns any payments to be made under this bid, proposal 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 and/or proposals also require Form 1295). The law does not apply to a contract, bid and/or proposal 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 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 bid, proposal and/or 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 thirty (30) days after Calhoun County Commissioners' Court approves a contract or awards a bid or proposal with a business entity, the 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:

Vendor certifies that at the time of submission of its bid, proposal and/or contract, vendor was not on the federal government's list of suspended, ineligible or debarred vendor and that vendor has not been placed on this list between the time of its bid, proposal and/or contract submission and the time of execution of the bid, proposal and/or contract.

If vendor is placed on this list during the term of the bid, proposal and/or contract, the vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the bid, proposal 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 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.

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 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 vendor, or any agent or representative of the vendor to any officer or employee of Calhoun County with a view toward securing an order and/or service.

In the event an 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 in providing such gratuities.

Warranty Product:

Vendor warrants that products sold and/or services provided 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 sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product for correction or replacement at the 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 vendor's expense. In the event the vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the vendor's expense.

Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this bid, proposal and/or contract voidable at the option of Calhoun County.

Vendor warrants that the goods and/or services furnished will conform to the specifications, general conditions, drawings, and/or descriptions listed in the bid invitation, proposal and/or contract and to the sample(s) furnished by vendor, if any. In the event of a conflict between the specifications, general conditions, drawings, and/or descriptions, the specifications shall govern.

All items 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.

Items supplied under this bid, proposal and/or contract shall be subject to Calhoun County's approval. Successful vendor shall warrant that all items/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 items found defective or not meeting specifications shall be picked up and promptly replaced to Calhoun County's satisfaction by the successful 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 breaches any of the terms hereof including warranties of vendor, or if the 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.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any bid, proposal 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 agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this bid, proposal and/or contract. Otherwise, Texas state and federal law shall apply.

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

No officer or employee of Calhoun County shall have financial interest, direct or indirect, in any bid, proposal and/or contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with Calhoun County shall render the bid, proposal and/or contract involved voidable by the Calhoun County Commissioners' Court.

Insurance:

Before commencing work, the successful 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 of insurance showing the following insurance coverage to be in force throughout the term of the bid, proposal and/or contract:

Commercial General Liability/General Aggregate (\$1,000,000/2,000,000 or greater)
Workers' Compensation (at Statutory Limits)
Employers Liability (\$1,000,000 or greater)
Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)

The certificate must reflect that Calhoun County, Texas is an additional insured on the General Liability coverage.

Each insurance policy to be furnished by successful bidder 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 or upon any material change in coverage.

OSHA Requirements:

Vendor must meet all Federal and State OSHA requirements.

The vendor or contractor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the bid, proposal and/or 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 vendor who believes they are aggrieved in connection with or pertaining to a bid, proposal 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, proposal 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. 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:

Cindy Mueller
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
Email: cindy.mueller@calhouncotx.org

To request a bid and/or proposal packet from Calhoun County, please contact:

Peggy Hall
Assistant Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614
Email: peggy.hall@calhouncotx.org

Bid and/or proposal packets may also be viewed on Calhoun County's website, www.calhouncotx.org, under Bid Notices and Results.

**BID REQUIREMENTS AND SPECIFICATIONS FOR
ALLIGATOR MANAGEMENT
AND NUISANCE CONTROL
For the Calhoun County Green Lake Project**

BY ORDER OF the Commissioners' Court of Calhoun County, Texas, Calhoun County will be accepting sealed bids for a contract to effectively manage alligator resources at the Calhoun County Green Lake Project.

TO BE A VALID BID, THE FOLLOWING MUST BE RETURNED BY THE TIME AND DATE DUE

The entire Invitation To Bid Packet (pages 1-31) with all required forms included and or filled out, signed and dated.

DEADLINE FOR BID SUBMISSION IS

2:00 PM, Wednesday, December 18, 2019

SUBMISSION OF BIDS

Sealed bid shall be submitted to: Richard H. Meyer, County Judge
Calhoun County Courthouse
211 S Ann St, Suite 301
Port Lavaca, TX 77979

The outside of the 9 x 12 or larger envelope must be clearly marked:

Sealed Bid – Alligator Management and Nuisance Control – Bid Number: 2020-04

If you send your bid by UPS, FEDEX, etc., the outside of this envelope must be clearly marked:

Sealed Bid – Alligator Management and Nuisance Control – Bid Number: 2020-04

BID TERM

The bid shall be in effect from January 1, 2020 thru December 31, 2020 with the option to renew yearly.

BID REQUIREMENTS AND SPECIFICATIONS

All bidders must show proof of prior skills of managing alligators on large scale projects. References will be accepted from previous project managers.

All bidders must be fully certified by the Texas Parks and Wildlife Department (TPWD) in the following aspects:

- Performing Alligator Surveys
- Alligator Nuisance Control
- Alligator Harvesting
- Alligator Nest Collecting

Certification will be kept current and in force at all times during the course of this contract.

Bidder shall provide a copy of their current certification with TPWD with their bid.

The bidder agrees that all activities under this contract shall be in compliance with rules established by the TPWD and laws of the State of Texas.

No guided hunts will be allowed on the project.

Only employees of the awarded bidder will be allowed to enter the project.

No 3rd party subbing of any portion of the contract will be allowed.

Insurance requirements for this contract are as follows:

- Commercial General Liability -- \$1,000,000 or greater
- General Aggregate -- \$2,000,000 or greater
- Workers' Compensation -- \$500,000
- Employers Liability -- \$1,000,000 or greater
- Auto Insurance -- \$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater

Bidder shall provide proof of insurance with their bid. Once the bid is awarded, the bidder that is awarded the bid must provide the Calhoun County Auditor's Office, 202 S. Ann St., Suite B, Port Lavaca, TX 77979, with a Certificate of Liability Insurance that names Calhoun County as an additional insured before entering the Green Lake land and waters.

Bidder shall include all forms listed on the "Return Instructions".

Bidder shall pay the cost of each alligator CITES tag.

Bidder shall conduct surveys, including night count surveys and helicopter nest surveys, to effectively perform the needed alligator management and submit documentation to TPWD to secure all available alligator tags and nest stamps. All costs associated with the surveys will be the responsibility of the bidder.

Bidder shall remove all alligators for which tags are received from TPWD, to remove all alligators deemed to be a nuisance, and to remove such alligator eggs as authorized by TPWD from the Green Lake land and waters.

Bidder shall have sole rights to receive alligator nest stamps and to harvest alligator eggs from the Green Lake Project land and waters and all costs of alligator tags and stamps shall be borne by the bidder.

All equipment and supply cost associated with the alligator harvest shall be the bidder's responsibility.

Bidder shall provide copies of all documentation and maps showing alligator nest GPS coordinates to Calhoun County or its designated agent when submitted to TPWD.

Bidder shall provide a copy of the alligator documentation required by TPWD along with sales receipts for the alligators to Calhoun County at the end of each collection season and bidder shall furnish the Calhoun County Auditor with any information needed to verify and confirm the payments made under this contract.

This contract may be cancelled without cause by either party by providing 30 day written notice to the other party.

This contract will be executed and performed in Calhoun County, Texas.

To submit a valid bid, read the entire Invitation To Bid for all required information that must be included and all required forms that must be filled out, signed and dated and returned.

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

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

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

It is understood that Calhoun County Commissioners' Court reserves the right to accept or reject any and/or all bids and to waive informalities or defects in bids or to accept such bids as it shall deem most advantageous and to be in the best interest of Calhoun County.

If bids are awarded, award information will be mailed and/or 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 Bid Notices and Results.

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.

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. 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.

BID

Bidder agrees to pay Calhoun County the sum of \$_____ for each alligator nest harvested and _____% of all funds received for each alligator harvested from the Green Lake Project land and waters prior to the end of October each calendar year.

All payments will be made payable to Calhoun County and submitted to the Calhoun County Treasurer, 202 S. Ann St, Suite A, Port Lavaca, TX 77979 along with any required documentation.

The undersigned affirms that they are duly authorized to execute this bid and that this company, corporation, firm, partnership, or individual has read the entire Invitation to Bid packet and fully understands and has followed the return instructions, general conditions and bid requirements and specifications.

FAILURE TO SIGN BELOW WILL DISQUALIFY THE BID.

Authorized Signature & Title: _____

Printed Name & Title of Authorized Signature: _____

Phone Number: _____

Email: _____

Date: _____

Bidder must *Insert /Attach* a copy of their current Certification with the Texas Parks & Wildlife Department required under this Invitation To Bid Packet

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF CALHOUN {}

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the following, who, upon oath says:

I am the Manager, Secretary, or other Agent or Officer or the Principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I affirm that I am duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder.

I further affirm that the Bidder has 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 a public servant in connection with the submitted bid. The contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

Affiant

Printed Name and Title of Affiant

Name of Bidder (Company) _____

Address _____

Phone Number _____

Fax Number _____

Email Address _____

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____.

Notary Public in and for _____ County, Texas

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

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.

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

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

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 or bid 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 or awards a bid with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Ethics Commission.

Bidder must *Insert /Attach* a copy of Certificate of Liability Insurance showing proof of coverage required under this Invitation To Bid Packet

- ** Once the bid is awarded, the bidder that is awarded the bid must provide a Certificate of Liability Insurance that reflects that Calhoun County (certificate holder) is an additional insured to the Calhoun County Auditor, 202 S. Ann St., Suite B, Port Lavaca, TX 77979, before entering the Green Lake land and waters.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

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

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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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.

HOUSE BILL 89 VERIFICATION
CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001

I, _____, the undersigned representative of
Representative

_____, (hereafter referred to as Company) being an
Company or Business Name

adult over the age of eighteen (18) years of age, verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Calhoun County, Texas.

Pursuant to 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.*

Signature of Representative

Print Name & Title

Date

State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services regardless of the amount.

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