

CALHOUN COUNTY, TEXAS

INVITATION TO BID

ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

Bid Period: January 1, 2021 thru December 31, 2021

Bid Number: 2021.02

BIDS WILL BE RECEIVED UNTIL

2:00 PM, Tuesday, November 10, 2020

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, Tuesday, November 10, 2020 in the County Judge's office, Calhoun County Courthouse, 3rd Floor, Suite 301, Port Lavaca, Texas

CONTENTS

- Invitation To Bid
- Return Instructions
- General Conditions (page 1-13)
- Specifications for Insecticides for Mosquito Control (page 1-6)
- Invitation to Bid Form (page 1-5)
- Contact and Billing Information for Calhoun County Precincts
- Required Information/Forms
 - Invitation to Bid Form
 - Material Information and Safety Data Sheets for each Insecticide
 - Affidavit
 - Certificate of Interested Parties Form 1295 – Must return when submitting your bid
 - Certificate of Liability Insurance – Return a copy of your current coverage – This will provide proof that you carry at least the minimum required coverage – Once an award is made, the awarded bidder must provide a Certificate of Liability Insurance that reflects that Calhoun County is an additional insured.
 - Conflict of Interest Questionnaire Form CIQ – Every bidder doing business with Calhoun County or seeking to do business with Calhoun County must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters
 - Certification Regarding Lobbying
 - Disclosure of Lobbying Activities – If Not Applicable, bidder must mark NA and sign and date
 - House Bill 89 Verification
 - Residence Certification
 - Vendor and Order Information Form
 - W-9

OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Current Bid Tabulation for January 1, 2020 thru December 31, 2020

INVITATION TO BID

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

ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

Bid Period: January 1, 2021 thru December 31, 2021

Bid Number: 2021-02

BID PACKAGES: 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 SEALED BIDS: By 2:00 PM, Tuesday, November 10, 2020

SUBMISSION OF SEALED 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 sealed 9 x 12 or larger envelope must be clearly marked:

SEALED BID 2021.02 – INSECTICIDES FOR MOSQUITO CONTROL

If you send your bid by UPS, FedEx, or other deliver service, the outside of this envelope must be clearly marked: SEALED BID 2021.02 – INSECTICIDES FOR MOSQUITO CONTROL

BID OPENING: Public bid opening will be conducted at 2:00 PM, Tuesday, November 10, 2020 in the County Judge's Office, Calhoun County Courthouse, 3rd Floor, Suite 301, Port Lavaca, Texas

Calhoun County reserves the right to accept or reject any and/or all bids for any/or all fuel and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem most advantageous and to be in the best interest of Calhoun County.

BID AWARD: Bids will be considered for award on Wednesday, November 25, 2020.

Award information will be sent to all bidders that submitted a bid regardless if the bidder was awarded a bid or not. 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
ANNUAL SUPPLY CONTRACT FOR
INSECTICIDES FOR MOSQUITO CONTROL
Bid Period: January 1, 2021 thru December 31, 2021
Bid Number: 2021-02

Return the following by 2:00 PM, TUESDAY, NOVEMBER 10, 2020

Check List for submitting your Bid:

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

- _____ Invitation to Bid Form (page 1-5)
- _____ Material Information and Safety Data Sheets for each Insecticide
- _____ Affidavit
- _____ Certificate of Interested Parties, Form 1295
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.
#1: Vendor's Name, City, State and Country
#2: Calhoun County, Texas
#3: Bid Number: 2021-02; Insecticides for Mosquito Control, January 1, 2021 thru December 31, 2021
On #4 and #5, complete only the one that applies to your company
#4: Fill in the correct information OR #5: Mark an X in the Box
#6: Fill in the correct information and print
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. Form 1295 must be signed
- _____ Certificate of Liability Insurance
Please return a copy of your current Certificate of Liability Insurance with your bid.
This will provide proof that you currently carry at least the minimum required coverage.
Once bids are awarded, the bidder that is awarded a 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
- _____ Conflict of Interest Questionnaire, Form CIQ
Every bidder doing business with Calhoun County or seeking to do business with Calhoun County must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
- _____ Certification Regarding Debarment & Suspension and Other Responsibility Matters
- _____ Certification Regarding Lobbying
- _____ Disclosure of Lobbying Activities – If Not Applicable, bidder must mark NA and sign and date
- _____ House Bill 89 Verification
- _____ Residence Certification
- _____ Vendor and Order Information Form
- _____ W-9

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 2021.02 – 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 2021.02 – Insecticides for Mosquito Control

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

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 bidder's/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 Bid, RFP, RFQ, and/or Contract:

On or before the due date and time, the bidder/vendor must return the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms 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, RFP, RFQ, and/or Contract is received and the time the Bid, RFP, RFQ, 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, 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 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.

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. Tax exempt forms will be furnished upon request to the Calhoun County Auditor's Office.

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 unless otherwise stated in the specifications. 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, unless otherwise stated in the specifications, 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 Bid, RFP, RFQ, and/or 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.

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract, or awards a Bid, RFP, and/or RFQ 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:

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, including principals, if any, from the System for Award Management (www.SAM.gov) that includes the record date 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 their 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:

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, RFP, and/or RFP packet from Calhoun County, or information on how to obtain a packet, 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

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

SPECIFICATIONS FOR INSECTICIDES FOR MOSQUITO CONTROL

BY ORDER of the Commissioners Court of Calhoun County, Texas, sealed bids will be received for Insecticides for Mosquito Control as needed by the Road and Bridge Precincts.

See Contact and Billing Information for Calhoun County Precincts for complete information and location on each of the Road and Bridge Precincts.

DEADLINE FOR SEALED BID SUBMISSION IS

2:00 PM, Tuesday, November 10, 2020

SUBMISSION OF SEALED 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 2021.02 – 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 2021.02 – Insecticides for Mosquito Control

BID TERM

The bid shall be in effect for a period of twelve (12) months beginning January 1, 2021 and ending December 31, 2021.

BID INFORMATION/REQUIREMENTS

To submit a valid bid, read the entire Invitation to Bid Packet 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 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.

LIST OF INSECTICIDES FOR MOSQUITO CONTROL

- Mineral Oil – BVA Mosquito Larvicide Oil
- Malathion
- Malathion EW
- 30-30 ULV
- 31-66 ULV
- 31-67 ULV
- 4-4 ULV
- 4-8 ULV
- Altosid 30 Day Briquets **or** Equivalent
- Altosid XR Extended Residual Briquets **or** Equivalent
- DeltaGard **or** Equivalent
- FourStar Sustained Release 45/90/180 Day Microbial Briquets **or** Equivalent

Vendor may bid on any or all Insecticides for Mosquito Control.

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

Calhoun County is EXEMPT from all Sales Tax (county, city and state sales tax) and all Federal Excise Taxes, if applicable.

One (1) copy of the Material Information and Safety Data Sheet(s) listing the active ingredients and safety instructions for each insecticide the vendor is submitting a bid on *MUST* be returned with the vendor's bid.

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

Delivery shall be FOB Destination to the designated Calhoun County Precinct.

All charges, including freight, handling charges or 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.

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

When required, all insecticides 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 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) from the vendor which submitted the next lowest bid that met specifications and can deliver within 24 hours from time of order. Calhoun County shall not incur any penalties, fees and/or other charges when cancelling an order.

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

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

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(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 product(s) from the Calhoun County Precinct.

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

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

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 freight, handling charges or special delivery charges, when invoiced unless these charges were noted on the bid form or separate attachment and awarded as such.

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

Insecticide 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.

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 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 will evaluate and award bid based on lowest and best bid meeting specifications and all requirements of the Invitation to Bid Packet. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, 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(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 (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 products bid
- Vendor's past performance record with Calhoun County

If bids are awarded, award information will be emailed and/or mailed to all vendors that submitted a bid regardless if the vendor was awarded a bid or not. Calhoun County Commissioners' Court and the County Auditor's office work diligently to get this information to the vendors as soon as possible. To obtain results, or if you have any questions, please contact 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.

Once bids are awarded by Calhoun County Commissioners Court, this bid packet in its entirety will be the working contract between Calhoun County and the successful bidder for the period designated.

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 bid (contract) shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the bid (contract) with its present provisions and prices.

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

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

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

INSURANCE REQUIREMENTS

The awarded bidder 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 (bidder) is covered by insurance within the following minimum limits of liability:

- Statutory Workers' Compensation and Employer's Liability Insurance (\$1,000,000 or greater) with a Waiver of Subrogation in favor of Calhoun County.
- General Liability including Product Liability Insurance (\$100,000/\$3,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)

Coverage shall apply on an occurrence basis.

In the event any work is sublet, the contractor (bidder) shall require each subcontractor similarly to provide the same coverage and shall acquire evidence of such coverage of the subcontractor.

The policy(s) shall be on the commercial general liability form and shall include coverage for acts of independent contractors. Calhoun County shall be covered as an additional insured under the policy(s).

The certificates of insurance furnished to Calhoun County shall contain a provision that coverage under such policies shall not be cancelled or materially changed unless at least a 30 days prior written notice has been given to Calhoun County.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the awarded bidder does not release or diminish in any manner the liability or obligations of the awarded bidder or subcontractor or constitute a waiver of any of the insurance requirements for the bid.

Replacement certificates of liability of insurance evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the County Auditor's office prior to the expiration of the current policies.

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

The insurance coverage requirements in this bid will in no way be construed as limiting the scope of indemnification.

REQUIRED INFORMATION/FORMS TO BE RETURNED WITH INVITATION TO BID

- Invitation to Bid Form (page 1-5)
- Material Information and Safety Data Sheets for each Insecticide
- Affidavit
- Certificate of Interested Parties, Form 1295 – Must return when submitting your bid
- Certificate of Current Liability Insurance – Return a copy of your current Certificate of Liability Insurance with your bid. This will provide proof that you carry at least the minimum required coverage.
Once the bids are awarded, the bidder that is awarded a 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.
- Conflict of Interest Questionnaire, Form CIQ – Every bidder doing business with Calhoun County or seeking to do business with Calhoun County must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
- Certificate Regarding Debarment & Suspension and Other Responsibility Matters
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities – If Not Applicable, bidder must mark NA and sign and date
- House Bill 89 Verification
- Residence Certification
- Vendor and Order Information Form
- W-9

INVITATION TO BID FORM

ANNUAL SUPPLY CONTRACT FOR INSECTICIDES FOR MOSQUITO CONTROL

Bid Period: January 1, 2021 thru December 31, 2021

Bid Number: 2021.02

Vendor's Name & Address

- Please Type or Print. If handwritten, must be in ink and legible. White out is not acceptable.
- This is a bid form only and does not represent an order for a purchase by Calhoun County.
- Acceptance of the successful bid shall obligate the vendor to provide up to the amount bid at the bid terms and conditions stated herein. Calhoun County reserves the right to require the successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions. The Invitation to Bid Packet, in its entirety, will be the binding contract between Calhoun County and the successful vendor.

▪ SEE SPECIFICATIONS AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS

Mineral Oil - BVA Mosquito Larvicide Oil		← 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

Malathion

← 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

Malathion EW

← 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

30-30 ULV

← 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

31-66 ULV

← List Insecticide Name

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

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

31-67 ULV

← List Insecticide Name

Active Ingredients: Permethrin 31.15%; Piperonyl Butoxide 66.85%

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

4-4 ULV

← List Insecticide Name

Active Ingredients: Permethrin 4.0%; Piperonyl Butoxide 4.0%

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

4-8 ULV

← 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

Altosid 30 Day Briquets OR Equivalent

← List Insecticide Name

Active Ingredients: (S) Methoprene 8.62%

_____ 400 Per Case \$ _____ /per case

Altosid XR Extended Residual Briquets OR Equivalent

← List Insecticide Name

Active Ingredients: (S) Methoprene 2.1%

_____ 220 Per Case \$ _____ /per case

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

**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

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 bidder, 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 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: _____

CONTACT AND BILLING 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

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

Calhoun County Precinct 3

Commissioner Precinct 3
24627 State Hwy 172 (Olivia)
Port Lavaca, TX 77979
Office Manager: Lynette Adame
Office: 361-893-5346
Fax: 361-893-5309

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)

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

REQUIRED INFORMATION/FORMS

INFORMATION/FORMS REQUIRED TO BE RETURNED WITH BIDDER'S BID

Bidder must return the following information/forms with their Bid:

- Invitation to Bid Form (page 1-5)
- Material Information and Safety Data Sheets for each Insecticide
- Affidavit
- Certificate of Interested Parties Form 1295 – Must include when submitting your bid
- Certificate of Liability Insurance – Copy of your current coverage – This will provide proof that you carry at least the minimum required coverage – Once an award is made, the awarded bidder must provide a Certificate of Liability Insurance that reflects that Calhoun County is an additional insured.
- Conflict of Interest Questionnaire Form CIQ – Every bidder doing business with Calhoun County or seeking to do business with Calhoun County must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
- Certification Regarding Debarment & Suspension and Other Responsibility Matters
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities – If Not Applicable, bidder must mark NA and sign and date
- House Bill 89 Verification
- Residence Certification
- Vendor and Order Information Form
- W-9

Invitation To Bid Form

- Return the Invitation to Bid Form (page 1-5)

Material Information and Safety Data Sheets

- Return one (1) copy of the Material Information and Safety Data Sheets for each insecticide you are submitting a bid on.

Affidavit

- Complete and return this form with your bid

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF CALHOUN {}

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications and General Conditions.

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 or to any official, employee, or agent of Calhoun County 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 or to any official, employee, or agent of Calhoun County 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

- Form 1295 must be filled out online, printed, #6 completed including signature and returned with bidder's bid. *The copy included is a Sample Copy Only.*
- Return completed Form 1295 with your bid

#1 Vendor's Name, City, State and Country

#2 Calhoun County, Texas

#3 Bid Number 2021.02
Insecticides for Mosquito Control, January 1, 2021 thru December 31, 2021

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 and print

When you print you should see a Certificate Number and Date 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.

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

Form 1295 must be signed

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.

Current Certificate of Liability Insurance

- Return a copy of your current Certificate of Liability Insurance with your bid. This copy of your current insurance will provide proof that you carry at least the minimum required coverage. At this time, this copy does not require listing Calhoun County as an additional insured.
- Once an award is made, the awarded bidder must provide Calhoun County a Certificate of Liability Insurance that reflects that Calhoun County is an additional insured.

See General Conditions and Specifications for complete insurance requirements

Conflict of Interest Questionnaire
Form CIQ

- Complete and return this form with your bid
- Every vendor doing business with the County or seeking to do business with the County must complete Box 1 and sign and date in Box 7.
Whether or not a conflict exists determines the other information to include on the form.

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.

*Certification Regarding Debarment & Suspension
And Other Responsibility Matters*

- Complete and return this form with your bid

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

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

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 Lobbying

- Complete and return this form with your bid

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

Disclosure of Lobbying Activities

- Complete and return this form with your bid
- If Not Applicable, vendor must mark NA and sign and date

Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

House Bill 89 Verification

- Complete and return this form with your bid

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

- Complete and return this form with your bid

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

Vendor and Order Information Form

- Complete and return this form with your bid

VENDOR AND ORDER INFORMATION

Please Type

If handwritten, must be in ink and legible

Vendor's Name: _____

Address: _____

Remittance Address: _____

Telephone: _____

Fax: _____

Email: _____

Email(s) to send Bid Information: _____

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: _____

W-9
Request for Taxpayer
Identification Number and Certification

- Complete and return this form with your bid

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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

**CURRENT PRICES FOR
INSECTICIDES FOR MOSQUITO CONTROL**

**CURRENT AWARDED BID TABULATIONS
FOR THE
*CURRENT BID PERIOD***

January 1, 2020 thru December 31, 2020

BID TABULATION AWARD

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

**AWARDED BIDS -
HIGHLIGHTED IN YELLOW**

BID TABULATION AWARD - INSECTICIDES FOR MOSQUITO CONTROL - ALL PRECINCTS
For Period Beginning JANUARY 1 2020 and Ending DECEMBER 31, 2020

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	UNIVAR SOLUTIONS
Mineral Oil		BVA 13 ULV Oil (Mixture of Highly Refined Mineral Oil Base Stock (oil) with Additives	Mineral Oil	BVA 13 ULV Oil (Mixture of Highly Refined Mineral Oil Base Stock (oil) with Additives	MaxPar G2-60 (Paraffinic Base Oil - All quality standards meet Group II requirements, but Viscosity Index is below the minimum)
	50 Gallon Drum	\$374.00	\$412.50	\$365.00	\$324.50
	55 Gallon Drum	\$414.70	\$453.75	\$401.50	No Bid
	275 Gallon Tote	\$2,128.50	\$2,200.00	\$2,007.50	No Bid
MALATHION NO AWARD ----- NO AWARD ----- NO AWARD ----- NO AWARD -----		Fyfanon ULV Mosquito (Active Ingredients: Malathion 96.5%; Other Ingredients 3.5%)			Fyfanon ULV AG (Active Ingredients: Malathion 96.5%; Other Ingredients 3.5%)
	55 Gallon Drum	\$3,464.45	No Bid	No Bid	\$3299.45 But if you use his 55.99 gal amount it is \$3,079.45
	4 or more 55 Gallon Drums (per drum)	\$3,464.45	No Bid	No Bid	\$3299.45 But if you use his 55.99 gal amount it is \$3,079.45
	260 Gallon Tote	\$15,446.60	No Bid	No Bid	\$14,710,80
	4 or more 260 Gallon Totes (per tote)	\$15,446.60	No Bid	No Bid	\$14,710,80
30-30 ULV		Permanone 30-30 (Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%; Other Ingredients 40.0%)	Biomist 30+30 ULV (Active Ingredients: Permethrin 30.0%; Piperonyl butoxide 30.0%; Other Ingredients 40.0%)	Evoluer 30-30 ULV (Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%; Other Ingredients 40.0%)	Kontrol 30-30 ULV (Active Ingredients: Permethrin 30.0%; Piperonyl Butoxide 30.0%; Other Ingredients 40.0%)
	2 x 2.5 Gallon Case	No Bid	\$325.00	\$301.80	\$56.52 / \$141.30 Case Bid amount not clear on original bid that was submitted
	5 Gallon Pail	\$292.55	No Bid	\$301.80	No Bid
	30 Gallon Drum	\$1,718.10	\$1,950.00	\$1,781.40	No Bid
	55 Gallon Drum	No Bid	\$3,575.00	\$3,249.95	No Bid
	275 Gallon Tote	\$15,589.75	\$17,875.00	\$16,076.50	No Bid

BID TABULATION AWARD**AWARDED BIDS -
HIGHLIGHTED IN YELLOW****BID TABULATION AWARD - INSECTICIDES FOR MOSQUITO CONTROL - ALL PRECINCTS****For Period Beginning JANUARY 1 2020 and Ending DECEMBER 31, 2020**

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	UNIVAR SOLUTIONS
31-66 ULV		Permanone 31-66 (Active Ingredients: Permethrin 31.28%; Piperonyl Butoxide 66.0%; Other Ingredients 2.72%)	Biomist 31+66 ULV (Active Ingredients: Permethrin 31.28%; Piperonyl Butoxide 66.0%; Other Ingredients 2.72%)	Perm-X UL 31-66 (Active Ingredients: Permethrin 31%; Piperonyl Butoxide 66%; Other Ingredients 3%)	
	4 x 1 Gallon Case	\$346.76	No Bid	No Bid	No Bid
	2 x 2.5 Gallon Case	No Bid	\$475.00	\$463.70	No Bid
	30 Gallon Drum	\$2,600.70	\$2,850.00	\$2,670.00	No Bid
4-8 ULV		Permanone 4-8 Ready to Use (Active Ingredients: Permethrin 3.98%; Piperonyl Butoxide 8.48%; Other Ingredients 87.54%)		Bid Evoluer 4-4 ULV not 4-8 ULV	
	2 x 2.5 Gallon Case	\$178.40	No Bid	Did not bid 4-8 ULV	No Bid
	5 Gallon Pail	No Bid	No Bid	Did not bid 4-8 ULV	No Bid
	30 Gallon Tote	\$1,070.40	No Bid	Did not bid 4-8 ULV	No Bid
	55 Gallon Drum	No Bid	No Bid	Did not bid 4-8 ULV	No Bid
	275 Gallon Tote	\$9,812.00	No Bid	Did not bid 4-8 ULV	No Bid
ALTOSID 30 DAY BRIQUETS <i>Tie Bids - Award determined by drawing in Commissioners' Court</i>			Altosid Briquets (Active Ingredients: (S)-Methoprene 8.62%; Other Ingredients 91.38%)	Altosid Briquets (Active Ingredients: (S)-Methoprene 8.62%; Other Ingredients 91.38%)	Altosid Briquets (Active Ingredients: (S)-Methoprene 8.62%; Other Ingredients 91.38%)
	400 Per Case	No Bid	\$476.00	\$476.00	\$476.00
ALTOSID XR EXTENDED RESIDUAL BRIQUETS - Altosid XR Briquets <i>Tie Bids-Award determined by drawing in Commissioners' Court</i>			Altosid Briquets (Active Ingredients: (S)-Methoprene 2.1%; Other Ingredients 97.9%)	Altosid Briquets (Active Ingredients: (S)-Methoprene 2.1%; Other Ingredients 97.9%)	Altosid Briquets (Active Ingredients: (S)-Methoprene 2.1%; Other Ingredients 97.9%)
	220 Per Case	No Bid	\$752.40	\$752.40	\$752.40
DELTAGARD or Equivalent		Deltagard ULV (Active Ingredients: Deltamethrin 2.0%; Other Ingredients 98.0%)		Imperium (Active Ingredients: Deltamethrin 2.0%; Other Ingredients 98.0%)	
	2 x 2.5 Gallon Case	\$1,017.65	No Bid	\$1,006.50	No Bid
	30 Gallon Drum	\$5,908.20	No Bid	\$5,886.00	No Bid
	250 Gallon Drum(Tote)	\$48,640.00	No Bid	\$48,437.50	No Bid

BID TABULATION AWARD**AWARDED BIDS -
HIGHLIGHTED IN YELLOW****BID TABULATION AWARD - INSECTICIDES FOR MOSQUITO CONTROL - ALL PRECINCTS****For Period Beginning JANUARY 1 2020 and Ending DECEMBER 31, 2020**

BID ITEM	UNIT	ADAPCO LLC	CLARKE MOSQUITO CONTROL PRODUCTS INC	RENTOKIL NORTH AMERICA, INC. dba TARGET SPECIALTY PRODUCTS	UNIVAR SOLUTIONS
FOURSTAR SUSTAINED RELEASE 45 DAY MICROBIAL BRIQUETS		<i>*Alternate: Vectomax WSP (800 WSP/case) (Active Ingredients: Bacillus sphaericus 2362, Serotype H5a5b, Strain ABTS 1743 Fermentation Solids, Spores and Insecticidal Toxins 2.7%; Bacillus thuringiensis subsp. israelensis Serotype H- 14, Strain AM65-52 Fermentation Solids, Spores, and Insecticidal Toxins 4.5%; Other Ingredients 92.8%)</i>	Fourstar Sustained Release 45/90/180 Day Microbial Briquets (Active Ingredients: Bacillus sphaericus 2362, Serotype H5a5b, Strain AML614, fermentation solids, spores and insecticidal toxins 6%; Bacillus thuringiensis subspecies israelensis Strain BMP 144, fermentation solids, spores and insecticidal toxins 1%; Other Ingredients 93%)		
	<i>*ALTERNATE: 800 WSP/Case</i>	\$1,280.00			
	45 Day --- 200 Per Case		\$278.62	No Bid	No Bid
FOURSTAR SUSTAINED RELEASE 90 DAY MICROBIAL BRIQUETS	90 Day --- 200 Per Case	No Bid	\$463.24	No Bid	No Bid
FOURSTAR SUSTAINED RELEASE 180 DAY MICROBIAL BRIQUETS	180 Day --- 200 Per Case	No Bid	\$723.30	No Bid	No Bid