



WALKER COUNTY PURCHASING OFFICE

Email: bids@co.walker.tx.us * Telephone (936) 436-4944 * www.co.walker.tx.us

Invitation for Bid
In and Out County Hauling
Bid Reference Number: C2360-26-008
Due: July 30, 2025 at 10:00AM (CT)

Please Mail or Hand Deliver Proposals Labeled:
IFB# C2360-26-008 In and Out County Hauling

To:
Walker County Purchasing Office
1301 Sam Houston Ave. Suite 235
Huntsville, TX 77340

For a printable version please visit our website at (Walker County Website/Departments/Purchasing) and click on link at the bottom of our webpage labeled:

IFB# C2360-26-008 In and Out County Hauling

Points of Contact:

Cheryl Cowart, CTCD, CTCM Purchasing Agent
Laura Buccafurni, CTCD, CTCM Assistant Purchaser III

Email: bids@co.walker.tx.us Phone: 936-436-4944

The Offeror's signature is required for acceptance of Offer and confirms Offeror has read and understands all requirements concerning this Invitation for Bid the undersigned affirms they are duly authorized to execute the contract, that this OFFER has not been prepared in collusion with any other Offeror, and that the contents of this OFFER have not been communicated to any other Offeror prior to the official opening. Hand delivered or mailed solicitations must be SEALED in an envelope and CLEARLY marked as:

IFB# C2360-26-008 In and Out County Hauling

CERTIFICATION OF OFFER

Signed By: _____ Title: _____

Typed/Printed Name: _____

Company Name _____ Date: _____

Mailing Address: _____

Telephone #: _____ Cell #: _____ Fax #: _____

Email: _____ Tax ID Number: _____

- A. INTRODUCTION.** Walker County is seeking interested parties to respond to this Invitation for Bid for In and Out County Hauling road materials inside and outside of the county in accordance with the following Conditions of Offering.
- B. CONDITIONS OF OFFERING.** The following instructions apply to all Offers and become a part of the terms and conditions of any offer submitted to the Walker County Purchasing Office, unless otherwise specified elsewhere in this offer request.
1. All offers are required to be informed of the Terms and Conditions and will be held responsible for having done so. Upon acceptance and approval by the Commissioner's Court, this offer effects a working contract between Walker County and the successful offeror for the period designated.
 2. Offers must be received in the Purchasing Office no later than the time and date specified. All offers received after the submission deadline will be considered void and unacceptable and will be returned unopened. Walker County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.
 3. The County reserves the right to inspect and insure adaptability of the service, accept or reject in part or in whole any and all offers, to waive any informality in offers and unless otherwise specified by the respondent, to accept any service in the response for the best value to the County.
 4. If either the unit price or extended price is obviously in error the unit price will prevail. Walker County shall not be responsible for any verbal communication between any employee of the County and any potential offeror.
 5. Only written specifications and written price quotations will be considered.
 6. Walker County reserves the right to reject any offer that does not fully respond to each specified item.
 7. Offeror must include Employer Identification Number or Social Security Number for the offer to be valid. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.
 8. Although the cost of service(s) to be provided is an essential part of the Offer, Walker County is not obligated to award a contract on the sole basis of cost.
 9. The Purchasing Agent shall review all offers that have been submitted and make recommendations to the Commissioner's Court.
 10. When only one offer is received by the County, the offer may be accepted if the Commissioner's Court determines the price is fair and reasonable. If the price is not fair and reasonable, the offer is rejected. If two or more responsible offerors submit identical offers, the offer award will be determined by drawing of lots or as directed by the County Judge.
 11. Offerors must furnish ALL information requested and, in the spaces, provided on the offer invitation form. Further, if specified elsewhere, each offeror must submit cuts, sketches, descriptive literature, and/or complete specifications. Reference to literature submitted previously does not satisfy this provision. Offers in non-compliance with these requirements will be subject to rejection. All services/products furnished by the successful offeror shall meet all requirements of the Occupational Safety and Health Act (OSHA) and Federal, State, and Local requirements relating to clean air and water pollution.
 12. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item offered on this offer prior to delivery, it shall be the responsibility of the successful offeror to notify the County Purchasing Office at once, indicating the specific regulation which requires such alterations, including any price adjustments occasioned thereby, or to cancel said contract.
 13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
 14. Offers cannot be altered after receiving time. No offer may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
 15. Offers must be submitted on this form and the envelope must be clearly marked. Offers will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will an offer be considered if submitted to any other person or department other than specifically instructed.
 16. In the event of a needed change in the specifications sent to the offeror, it is understood that all the foregoing terms shall apply to the addendum or addenda.
 17. All delivery and freight charges (FOB Walker County) are to be included in the offer price.
 18. Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Walker County Purchasing Department. Addenda will

be posted on the Walker County website under Purchasing and will be emailed or faxed to all that are known to have received a copy of this Invitation for Bid.

19. At the request of Walker County, offeror must supply, a list of at least three references where like services have been supplied by its firm. References shall include name of business, address, telephone number and name of representative.
20. Walker County, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by Walker County, Texas to the successful offeror upon request.
21. The parties may agree to adjust prices periodically to reflect changes in tariffs implemented after the Response Due Date that affect the cost of supplying goods under this Contract. Any existing tariffs at the time of the response should be considered as part of the response price. To request a price increase related to tariffs, Contractor must provide documentation that includes the effective date, amount, and scope of the tariffs. Contractor must demonstrate with specificity the effect of tariffs on its necessary and reasonable cost of supplying goods under this Contract, including its commercial reasons for using a source subject to tariffs. Any adjustment is at Walker County's sole discretion. If Walker County grants an adjustment related to tariffs, Contractor shall monitor tariff levels and notify Walker County within five business days of any reduction or repeal. Walker County may reduce or retract a tariff adjustment it has granted at any time by notifying the Contractor of the new prices.

C. PURCHASE ORDER. The successful offeror shall not deliver products or provide services without a Walker County Purchase Order, signed by an authorized agent of the Walker County Purchasing Department. A purchase order must be issued by the Walker County Purchasing Department prior to work beginning. Invoices not bearing a purchase order number may be delayed for payment.

D. FUNDING. Funds for payment have been provided through the Walker County budget approved by the Commissioner's Court for this fiscal year only. State of Texas statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Walker County fiscal year shall be subject to budget approval.

E. AWARD OF CONTRACT. Contract may be awarded to one or more offerors in the event the selected offeror cannot provide the requested services or is unable to fulfill the County's work demand and/or timeframe for any circumstance. County will award a contract to the lowest responsible offeror. The County reserves the right to establish a contract with the same terms and specifications herein with the next lowest responsible offeror. An award will be issued to the vendor submitting the best value to Walker County. Commissioner's Court reserves the right to make an award to more than one vendor and name them as alternate.

The departments will be allowed to purchase from the Alternate source if any of the conditions that follow exist:

- a. Goods or Services are not acceptable (does not meet the specifications or what was originally quoted per this BID).
- b. Goods or Services are not available on the day it is needed, or
- c. Location of alternate is closer when picked up

F. ETHICS. The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Walker County.

G. CONFLICT OF INTEREST, FINANCIAL INTEREST PROHIBITED. No public official shall have interest in this contract in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171. Contractor shall ensure (except for eligible administrative or personnel costs) that no person who (i) is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of a subcontractor of Contractor, and (ii) who exercises or has exercised any functions or responsibilities with respect to the activities assisted under this Agreement or is in a position to participate in a decision making process or gain inside information with regard to such activities, may have an interest in or benefit from the activity or have any interest in the Agreement or a subcontract for the Agreement, during the persons tenure with Agreement or a subcontract for the Contractor and for at least one year thereafter. Contractor shall apply the requirements of this subsection to employees, agents,

consultants, officers, and elected and appointed official and any subcontractors of Contractor as well as any member of such person's immediate families, their partners, and any organization that employs, or is about to employ any of the above. Contractor shall comply with Chapter 171, Texas Local Government Code.

Conflict of Interest Questionnaire. (ATTACHMENT A)

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any proposer or person conducting business or wishing to conduct business with a county, complete a "Conflict of Interest Questionnaire". By law, this completed questionnaire must be filed with the County Clerk for the County of Walker. The Walker County Clerk's mailing address is: 1100 University Ave., Room #201, Huntsville, TX 77340 A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14th St., 10th Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site www.ethics.tx.us.

Certificate of Interested Parties 1295 FORM. (ATTACHMENT B)

The Texas Legislature passed HB1295 in their last legislative session which added section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Walker County. A notice to the appropriate local governmental entity that the following local government officer has become aware of the facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

House Bill 89 Verification. (ATTACHMENT C)

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, amended Sept. 1, 2019, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract with Walker County

- H. INDEMNIFICATION.** Successful offeror shall defend, indemnify and save harmless Walker County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from offer award. Successful offeror indemnifies and will indemnify and save harmless Walker County from liability, claim or demand on their part, agents, servants, customer, and/or employees whether such liability, claim or demand arise from event or casualty happening upon or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful offeror shall pay any judgment costs, which may be obtained, against Walker County growing out of such injury or damages.
- I. TERMINATION FOR DEFAULT.** In the event the successful offeror shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Walker County shall give the successful offeror written notice of such default. And in the event said default is not remedied to the satisfaction and approval of Walker County within two working days of receipt of such notice by the successful offeror, default will be declared and all the successful offeror's rights shall terminate. Offeror, in submitting this offer, agrees that Walker County shall not be liable to prosecution for damages in the event that Walker County declares the offeror in default. The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Walker County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Walker County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and

all services required to Walker County's satisfaction and/or to meet all other obligations and requirements. Walker County may terminate the contract without cause upon thirty (30) days written notice.

J. PAYMENT/INVOICING. An invoice shall be submitted with the following information:

1. Name and address of vendor
2. Name and address of receiving Department
3. Walker County Purchase Order number
4. Description of item shipped and quantity or services provided
5. A County employee must be present and sign to accept delivery ticket
6. Location of materials destination must be included on each delivery ticket

Payment shall not be processed until service has been rendered and a completed invoice is received by the Walker County Auditor's Office. All payments will be made by check Net 30 days from when the correct invoice(s) are received by Walker County. Original invoices can be submitted by Mail to: P.O. Box 1260, Huntsville, TX 77320 or hand delivered to 1301 Sam Houston Ave, Huntsville Texas 2nd floor, Auditor's Office. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the respondent for correction. Under term contracts, when multiple deliveries and/or services are required, the respondent may invoice following each delivery, day, or job and the County will pay on invoice. Prior to any and all payments made for good and/or services provided under this contract, the respondent should provide his Taxpayer Identification Number or social security number as applicable (W9). This information must be on file with the Walker County Auditor's Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Should your remittance addresses change during this contract, it will be up to the offeror to notify the Auditor's Office of this change at payables@co.walker.tx.us.

K. TERM OF CONTRACT. The term of this contract shall be from: October 1, 2025 through September 30, 2026. This Contract will have four (4) one (1) year renewal options as follows:

Option Year 1: October 1, 2026 through September 30, 2027

Option Year 2: October 1, 2027 through September 30, 2028

Option Year 3: October 1, 2028 through September 30, 2029

Option Year 4: October 1, 2029 through September 30, 2030

This contract may be renewed for four (4) one (1) year extensions, provided both parties agree in writing and approval of Walker County Commissioner's Court is granted. Any extensions shall be at the same terms and conditions, plus any written approved changes.

Option to Extend Services:

In order to address the immediate operational or service delivery needs, the Department may require continued performance beyond the Contract Term or any Option Period(s) exercised in this Contract.

The Department may exercise an extension of Services under this Section for a maximum of one (1) year. Any extension made pursuant to this Section shall be subject to budget approval.

Price increases or decreases may be allowed on renewal years and increases must be approved by Commissioner's Court. Any price change will be evaluated against the Consumer Price Index (CPI) and/or market survey conducted by the County. The following website will be used to calculate the CPI: http://www.bls.gov/data/inflation_calculator.htm. Baselines for the CPI will be the month and year in which the open purchase order was created.

- L. REDUCTION IN PRICE.** If during the life of the contract, the successful offeror's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Walker County.
- M. PLACE OF DELIVERY.** The place of delivery will be located within Walker County and given to upon time of call out that service is requested.
- N. DELIVERY TERMS.** Offer must show number of days required to place material in receiving agency's designated location under normal conditions. Unrealistically short or long delivery promises may cause offer to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from offeror list.

An accurate delivery date must be quoted on the "Offer Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Walker County must be included in the offer price. Final location will be supplied to the vendor on award of bid, F.O.B. destination. Delivery locations will be: various In and Out Walker County locations. Delivery days after receipt of order (ARO).

If delay is foreseen, contractor shall give written notice to the Purchasing Agent. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor. Delivery shall be made during normal working hours only, Monday through Thursday, 7:00 a.m. to 4:00 p.m. (as applicable to the job), unless otherwise specified by the ordering precinct at the time of call out. **NO DELIVERY ON FRIDAY**, unless otherwise requested by a Precinct.

Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Walker County without prejudice to other remedies provided by law. Where delivery times are critical, Walker County reserves the right to award accordingly.

- O. VARIATION IN QUANTITY.** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
- P. SPECIAL TOOLS AND TEST EQUIPMENT.** Walker County shall not furnish any equipment to assist in offloading of material.
- Q. INSURANCE REQUIREMENTS.** The awarded Offeror shall furnish and keep in full force the following insurance during the term of this Contract:
1. Statutory Worker's Compensation in accordance with State of Texas requirements.
 2. Commercial General Liability at minimum combined single limits of (\$1,000,000 per occurrence and \$1,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$500,000 per occurrence.
 3. Commercial Automobile Liability at minimum combined single limits of \$300,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.
 4. All insurance must be written on forms filed with and approved by the Texas Board of Insurance.
 5. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
 6. All of the aforementioned policies shall be issued immediately after the offeror receives notification of award.

Receipt of the Certificates of Insurance is required before any funds will be released for payment.

Acceptance of proof of insurance supplied by the successful offeror, nor failure to disapprove the insurance shall relieve the successful offeror of full responsibility of liability, damages and accidents as set forth herein. No additional payments shall be made for any insurance that the successful offeror may be required to carry. It is the responsibility of the successful offeror to provide renewals of their insurance at expiration during the contract term. Payments will be withheld until current Certificates of Insurance are received.

R. REQUESTS FOR CLARIFICATIONS. Requests for clarifications of this Offer must be submitted by July 23, 2025 by 12:00PM (CT). Email: bids@co.walker.tx.us. The subject line must read **IFB# C2360-26-008 In and Out County Hauling**. All questions will be answered in an addendum to follow.

S. ALTERNATE VENDORS. An award will be issued to the vendor submitting the best value to Walker County. Commissioner's Court reserves the right to make an award to more than one vendor and name them as alternate.

The departments will be allowed to purchase from the Alternate source if any of the conditions that follow exist:

1. Goods or Services are not acceptable (does not meet the specifications or what was originally quoted per this BID).
2. Goods or Services are not available on the day it is needed, or
3. Location of alternate is closer when picked up

T. SUPPLIER'S RESPONSIBILITY.

1. A minimum of one (1) hour notice shall be given prior to delivery of materials.
2. Produce or obtain and deliver products and/or equipment to Walker County, Texas to departments as listed on purchase orders submitted to vendor.
3. Furnish and deliver the ordered quantity within a reasonable period of time upon receiving an order. If a dispute arises, previous delivery times of comparable orders will be considered to determine "reasonableness."
4. Time and location of delivery will be established at time of call out.
5. All products bid, must meet or exceed specifications, including Federal and State Regulations.
6. Submit invoices as products and/equipment are shipped
7. Successful offeror's equipment must be well maintained and in safe working condition meeting all TXDOT requirements.
8. The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
9. If the Primary Vendor does not have or cannot supply the materials and or service which is being awarded from this solicitation, the Primary Vendor shall:
 - Email the ordering department and the Walker County Purchasing Department stating they do not have or cannot supply the necessary material and or service.
 - The Primary Vendor will have two (2) hours to respond by email from the time the order is sent from ordering department.
 - If no response is received, then Walker County reserves the right to purchase materials and or services from Alternate Vendor that can supply material and or services for pick up or delivery.

U. FUEL SURCHARGE.

It shall be the responsibility of the successful offeror to notify the County Purchasing Office at once, indicating the specific regulation which requires such alterations, including any price adjustments occasioned thereby, or to cancel said contract.

A fuel surcharge is allowed to the delivery price only as fluctuations in diesel prices occur in substantial increments as listed on the Energy Information Administration website, the Official Energy Statistics from the United States

Government at <https://www.eia.gov/petroleum/gasdiesel/> for Weekly Retail On-Highway Diesel Prices using the Gulf Coast Region. Indicate your flat rate delivery fee in additional fees, if available.

V. SCOPE OF WORK.

Walker County is seeking to procure services for In and Out County Hauling for all departments within the Walker County agency. The jobs will be requested on an as needed basis, with no minimum amount promised. At the time a haul is needed, Walker County will issue a purchase order to the awarded contractor to notify them of the location for pick up, type of material, how many tons, where to deliver, and when the material is needed.

W. PRICING.Price per Loaded Mile

| <u>Mileage</u> | <u>Bob Tail W/Pup</u> | <u>Bob Tail Only</u> | <u>Belly Dump</u> | <u>Days to Complete</u> |
|----------------|-----------------------|----------------------|-------------------|-------------------------|
| 00-10 | \$_____ | \$_____ | \$_____ | _____ days |
| 11-20 | \$_____ | \$_____ | \$_____ | _____ days |
| 21-30 | \$_____ | \$_____ | \$_____ | _____ days |
| 31-40 | \$_____ | \$_____ | \$_____ | _____ days |
| 41-50 | \$_____ | \$_____ | \$_____ | _____ days |
| 51-60 | \$_____ | \$_____ | \$_____ | _____ days |
| 61-70 | \$_____ | \$_____ | \$_____ | _____ days |
| 71-80 | \$_____ | \$_____ | \$_____ | _____ days |
| 81-90 | \$_____ | \$_____ | \$_____ | _____ days |
| 91-100 | \$_____ | \$_____ | \$_____ | _____ days |
| 101-110 | \$_____ | \$_____ | \$_____ | _____ days |
| 111+ | \$_____ | \$_____ | \$_____ | _____ days |

\$_____ Price per Hour of Hauling

- Mileage is based on loaded Miles (1 WAY) from Supplier to destination in Walker County
- All Road & Bridge Barns are CLOSED on Fridays
- Previous suppliers have been located in Texas in Huntsville, Conroe, and Kosse.
- An exemption from a weigh scale ticket requirement may be granted and an hourly rate imposed upon approval by the Purchasing Agent and County Commissioner prior to the service on a case by case basis.
- All quantities of hauled materials will vary depending on amount of material needed per job. Walker County is not committed to a specific quantity of any material being hauled.

***IMPORTANT NOTICE:** Any additional fees/charges included over and above listed items/quantities must be clearly noted Any fees/charges not clearly defined on each invoice may be subject to delayed payment. Name all applicable additional fees/charges below. Attach additional pages if necessary.

Additional fees/charges:

References: List three (3) references for which offeror has provided the solicited services and or materials to. Include contact persons and phone numbers. Other government entities are preferred.

1. Company Name: _____
Address: _____
Contact Person: _____
Telephone No.: _____

Brief Description of project: _____

2. Company Name: _____
Address: _____
Contact Person: _____
Telephone No.: _____

Brief Description of project: _____

3. Company Name: _____
Address: _____
Contact Person: _____
Telephone No.: _____

Brief Description of project: _____

ATTACHMENT A

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|--|------------------------|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY | |
| 1 Name of vendor who has a business relationship with local governmental entity. | Date Received | |
| 2 <input type="checkbox"/> 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. <div style="text-align: center; border-top: 1px solid black; width: 60%; margin: 0 auto;"> Name of Officer </div> | | |
| 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. <div style="margin-left: 40px;"> <p>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?</p> <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>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?</p> <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> | | |
| 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 <input type="checkbox"/> 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 | | |
| Name of signatory | Signature | Date |

ATTACHMENT B

CERTIFICATE OF INTRESTED PARTIES

Texas Ethics Commission (Form 1295)

Texas Government Code effective January 1, 2016 requires that a governmental entity receive a Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Walker County. This included new, amended, extended or renewed contracts that meets one or both of the following criteria:

1. Requires an action or vote by the Commissioner's Court
2. Has a value of at least \$1 million dollars.

Vendor must:

1. Go to : <https://www.ethics.state.tx.us/File/> click on Form 1295 Filings, click on the click here if you do not have a user ID and follow the instructions to set up an account. If you already have an account then you may log in and proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number
3. An authorized agent of the Respondent must sign the printed copy of the form
4. The completed Form 1295 must be included with your solicitation when it is submitted to Walker County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations)

Helpful Tips for completing Form 1295 (Please note this is not legal advice):

1. Who is the contract with – click “Other Governmental Entity”
2. Governmental Entity Name – Walker County, Texas
3. Contract ID Number – This will be the solicitation number and name as specified at the top of this document.
4. Read the Ethics Commissions definition of interested party, controlling interests and intermediary interest prior to completing this form.

Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.

Revised 5/14/2025

ATTACHMENT C**HOUSE BILL 89 VERIFICATION****Prohibition on Contracts with Companies Boycotting Israel**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, amended Sept. 1, 2019, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it

- 1) does not boycott Israel
- 2) will not boycott Israel during the term of the contract with Walker County

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means an 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. The law applies to only contracts that are between governmental entity and company with 10 or more full-time employees; and have a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

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

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

Company Name

Signature of Authorized Official

Date

Title of Authorized Official

Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.