



## WALKER COUNTY PURCHASING OFFICE

Email: [bids@co.walker.tx.us](mailto:bids@co.walker.tx.us) \* Telephone (936) 436-4944 \* [www.co.walker.tx.us](http://www.co.walker.tx.us)

**REQUEST FOR QUALIFICATIONS  
RFQ# C2360-26-004  
Civil Engineering Services  
September 22, 2025 at 10:00 AM**

**Please Mail or Hand Deliver Bids Labeled:  
RFQ# C2360-26-004 Civil Engineering Services  
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: **RFQ# C2360-26-004 Civil Engineering Services**

**Points of Contact:**  
Cheryl Cowart, CTCD, CTCM  
Laura Buccafurni, CTCD, CTCM  
Email: [bids@co.walker.tx.us](mailto:bids@co.walker.tx.us) Phone: 936-436-4944

The Respondent's signature is required for acceptance of Offer and confirms Respondent has read and understands all requirements concerning this Request for Qualification, the undersigned affirms they are duly authorized to execute the contract, that this OFFER has not been prepared in collusion with any other Respondent, and that the contents of this OFFER have not been communicated to any other Respondent prior to the official opening. Hand delivered or mailed offers must be SEALED in an envelope, CLEARLY marked with **RFQ# C2360-26-004 Civil Engineering Services**.

### **CERTIFICATION OF OFFER**

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Company Name \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street/P. O. Box City State Zip

Telephone #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

## **TENTATIVE SCHEDULE OF EVENTS**

**September 10, 17, 2025** – Legal advertisement dates

**September 4, 2025** – Release Solicitation

**September 17, 2025** – Questions/Clarifications due

**September 22, 2025** – Bid closing date

**September 29, 2025** – Approval of Award by Commissioner’s Court

### **A. INTRODUCTION.**

Walker County is seeking Requests for Qualifications from firms that adequately demonstrate they have the resources, registered to practice in the State of Texas, experience and qualifications to provide the County with a broad array of requested Civil Engineering Services.

### **B. BACKGROUND.**

Walker County is seeking civil engineering services to assist in future projects for the County as deemed necessary. Walker County will award multiple contracts from this solicitation.

### **C. SCOPE OF SERVICES.**

Services could include but are not limited to road and bridge construction projects, subdivision projects, various drainage projects, sample collection, flood plain management analysis, consulting, regulatory review, designs, inspections and certifications within Walker County. Below is a list of categories to include but not be limited to:

- Road Construction Projects
- Subdivision Projects
- Bridge Construction Projects
- Drainage Projects
- Sample Collection
- Flood Plain Management Analysis and / or Consulting Services
- Other projects that would require a consulting, design, and or solutions by a licensed professional.

The awarded contract(s) will be indefinite delivery, indefinite quantity (IDIQ) contracts and in accordance with Section 2254.004 of the Texas Government Code.

### **D. 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 Respondents 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 Respondent 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. **Please include three (3) copies, along with an original submission and a thumb-drive.**

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 Respondent.
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. Respondent 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 Respondents submit identical offers, the offer award will be determined by drawing of lots or as directed by the County Judge.
11. Respondents must furnish ALL information requested and, in the spaces, provided on the offer invitation form. Further, if specified elsewhere, each respondent 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.
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 respondent 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 respondent, it is understood that all the foregoing terms shall apply to the addendum or addenda.
18. Any interpretations, corrections or changes to this Request for Qualifications will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attaching as part of the offer. The absence of such a list shall indicate that the respondent has not taken exceptions and Walker County shall hold the respondent responsible to perform in strict accordance with the specifications or the invitation. Walker County Commissioner's Court reserves the right to accept any, all or none of the exception(s)/substitution(s) as the Commissioner's Court deems the best value to the County.
19. Any interpretations, corrections or changes to this Request for Qualifications 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 Request for Qualifications.

20. At the request of Walker County, respondent must supply, a list of at least three references, where like services have been supplied. References shall include name of business, address, telephone number and name of representative.
  21. 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 respondent upon request.
  22. All services/products furnished by the successful respondent 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.
  23. 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 bid prior to delivery, it shall be the responsibility of the successful respondent 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.
  24. 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.
- E. **FUNDING.** Any resultant contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the County Commissioners Court.
- F. **AWARD OF CONTRACT.** Contract may be awarded to one or more respondents in the event the selected respondent cannot render 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 next highest-ranking responsible respondent. The County reserves the right to establish a contract with the same terms and specifications herein with the next lowest responsible respondent.
- G. **CONTRACT CHANGES.** This offer, when properly accepted by Walker County, shall constitute a contract equally binding between the successful respondent and Walker County. No different or additional terms will become a part of this contract without approval by the Commissioner's Court. All proposed changes to the contract must be submitted in writing to the Purchasing Agent and shall become effective upon approval of Commissioners Court. No oral statement by vendor or County employee shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- H. **ETHICS.** The respondent 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.
- I. **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.

\*The Contractor shall include the substance of this Section in all subcontracts.

**CONFLICT OF INTEREST QUESTIONNAIRE. (ATTACHMENT A)**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any respondent 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 offence under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14<sup>th</sup> St., 10<sup>th</sup> Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site [www.ethics.tx.us](http://www.ethics.tx.us).

**CERTIFICATE OF INTERESTED PARTIES FORM 1295. (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.

- J. **INDEMNIFICATION.** Successful respondent 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 respondent, 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 respondent 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 respondent shall pay any judgment costs, which may be obtained, against Walker County growing out of such injury or damages.

**K. TERMINATION FOR DEFAULT.** In the event the successful respondent 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 respondent 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 respondent, default will be declared and all the successful respondent's rights shall terminate. Respondent, in submitting this offer, agrees that Walker County shall not be liable to prosecution for damages in the event that Walker County declares the respondent 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 respondent breaches any of the terms therein, including warranties of respondent or if the respondent 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.

**L. 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 services rendered

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 2<sup>nd</sup> 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 respondent to notify the auditor's office of this change at [payables@co.walker.tx.us](mailto:payables@co.walker.tx.us).

**M. 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 six (6) months for soliciting purposes. Any extension made pursuant to this Section shall be subject to budget approval.

**N. INSURANCE REQUIREMENTS.** The awarded respondent shall furnish a certificate of insurance to the Walker County Purchasing Office via email: [purchasing@co.walker.tx.us](mailto:purchasing@co.walker.tx.us) and keep in full force the following insurance during the term of this Contract. All insurance and certificate(s) of insurance shall contain the following provisions:

**Additional Insured:** Name the County, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.

**Cancellation, Non-Renewal, Material Change:** Provide for at least thirty (30) days prior written notice to the County for cancellation, non-renewal, or material change of the insurance.

**Waiver of Subrogation:** Provide for a waiver of subrogation against the County for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

**Insurance Company Qualification:** All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

**Certificate of Insurance:** A certificate of insurance evidencing the required insurance shall be submitted with the contractor's Statement of Qualifications or response to qualifications. If the contract is renewed or extended by the County, a certificate of insurance shall also be provided to the County prior to the date the contract is renewed or extended.

1. Statutory Workers' Compensation in accordance with State of Texas requirements.
2. Commercial General Liability at minimum combined single limits of (\$1,000,000 per occurrence and \$500,000 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 \$500,000 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 respondent 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 respondent, nor failure to disapprove the insurance shall relieve the successful respondent of full responsibility of liability, damages and accidents as set forth herein. No additional payments shall be made for any insurance that the successful respondent may be required to carry. It is

the responsibility of the successful respondent to provide renewals of their insurance at expiration during the contract term. Payments will be withheld until current Certificates of Insurance are received.

**O. SUBMITTAL REQUIREMENTS**

**\* INCLUDE ONLY INFORMATION REQUESTED BELOW\***

1. Statement of Qualifications (SOQ) must be submitted by mail to: Walker County, 1301 Sam Houston Ave., Suite 235, Huntsville, Texas 77340. SOQ must be clearly marked RFQ #C2360-26-004-RFQ Civil Engineering Services, Attention: Laura Buccafurni CTCD, CTCM, Purchasing Office. SOQ must be received on or before **September 22, 2025 10:00 AM CST**. Walker County is not responsible for mail delivery delays. **SOQ shall include one (1) Original document and three (3) copies with one readable Flash Drive.** The flash drive shall contain one (1) PDF document that has a table of contents and is indexed, or the saved documents shall be organized to replicate an index method.
  
2. **Transmittal letter including:**
  - Brief statement of the firm's understanding of the scope of the work to be performed.
  - Confirmation that the firm meets the appropriate state licensing requirements to practice as an Engineer in Texas.
  - Confirmation that the firm has not had a record of substandard work or unethical practices within the last five years.
  - Any other information that the firm feels appropriate to support their understanding.
  
3. **Company Profile:** Respondent shall demonstrate company profile to Walker County through their choice of literature, or handout such as a resume, company booklet, etc.
  
4. **Experience and Qualifications:** Indicate the firm's experience and qualifications as they relate to the proposed scope of services and the evaluation criteria and all requirements of this RFQ including the following:
  - Experience with public works construction, design, review, and analysis including but not limited to categories of development shown in the Scope of Services.
  
  - Experience with local government regulatory review and construction projects. A list of past local government clients, as well as resumes of all engineers/architects/surveyors that will or may be assigned to this project.
  
  - A list of projects within the last five (5) years to include the following for each project:
    - a. Description of project;
    - b. Estimated amount of the project;
    - c. Length of project;
    - d. Completed on time and within budget; and
    - e. Were there any issues and how the issues were corrected.
  
5. **Additional Information:** Submissions shall include:
  1. Conflict of Interest Questionnaire (Attachment A)
  2. Certificate of Interested Parties Form 1295 (Attachment B)
  3. House Bill 89 Verification (Attachment C)
  4. Three references required as requested on page 10 of 15



Questions regarding this RFQ must be emailed to **bids@co.walker.tx.us** are due by **12:00 P.M C.T.** on **September 17, 2025.**

**P. EVALUATION CRITERIA**

Walker County shall review the Statement of Qualifications (SOQ) and rank according to the following criteria:

Each submittal will be evaluated based upon the following factors:

Experience	55 pts.
Work Performance	25 pts.
Capacity to Perform	20 pts.
<b>Total</b>	<b>100 pts.</b>

Submittals will be reviewed by an evaluation committee. The County reserves the right to request additional information from respondents. Award selection will be made to the respondent's response that best meets the needs of the County.

For this RFQ, respondent's qualifications will be evaluated and the most qualified respondent will be selected, subject to negotiation of fair and reasonable compensation.

This Request for Qualifications is not to be construed as a contract or a commitment of any kind.

**REFERENCES**

Each Responder is to provide a minimum of three (3) verifiable business references within the last three (3) years for which the Responder has performed work.

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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <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.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> 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.</p> <p style="margin-top: 20px;">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> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-top: 10px;">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> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>5</b> 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.</p>		
<p><b>6</b> <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).</p>		
<p><b>7</b></p> <p style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>_____</span> <span>_____</span> <span>_____</span> </p> <p style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Name of signatory</span> <span>Signature</span> <span>Date</span> </p>		

**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.

**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 Commissioners Court
2. Has a value of at least \$1 million.

**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.**

EXAMPLE: FORM 1295

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

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

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

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

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION  
 My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.  
 My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country).  
 I swear 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**

# 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; and
- 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.**