



WALKER COUNTY PURCHASING DEPARTMENT

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

INVITATION FOR BID
Installation and Transfer of Diesel Generator
Bid Reference Number: C2360-26-013
Due: December 17, 2025 at 10:30 A.M. C.T.

Please Mail or Hand Deliver Bids Labeled As:
IFB# C2360-26-013 Installation and Transfer of Diesel Generator
Walker County Purchasing Department
Attn: Laura Buccafurni, CTCD, CTCM
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# C2360-26-013 Installation and Transfer of Diesel Generator

Point of Contact:
Cheryl Cowart, CTCD, CTCM
Laura Buccafurni, CTCD, CTCM
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 offers must be SEALED in an envelope and CLEARLY marked:

IFB# C2360-26-013 Installation and Transfer of Diesel Generator

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

November 19, 26, 2025 – Legal advertisement dates

November 19, 2025 – Solicitation Released

December 2, 2025 - Site Visit

December 8, 2025 – Questions due to back by 12:00 P.M. C.T.

December 17, 2025 – Bid Opening at 10:40A.M. at the Walker County Purchasing Office 1301 Sam Houston Avenue #235, Huntsville, TX 77340

December 29, 2025 – Approval of award by Commissioner's Court

A. INTRODUCTION.

Walker County is accepting sealed bids to disconnect, remove and transfer of an existing Kohler Diesel generator along with its annunciator panel, and all appurtenances from a current Walker County building location, and install it at another Walker County building location.

Where the Kohler Diesel generator will be transferred to, the project shall include, but may not be limited to installation of the Kohler diesel generator, installation of a raised steel or aluminum platform, an appropriately sized transfer switch, installation of fencing with a locking gate, as well as any and all materials, supplies, labor, and all other costs associated with the removal, transfer and installation of Kohler generator to and from both Walker County location sites.

B. SCOPE OF WORK.

This project will include the disconnect, removal and transfer of an existing Kohler Diesel generator along with its annunciator panel, and all appurtenances from a Walker County Location 1, and install it at Walker County Location 2.

At Location 2 Project shall also include, but not be limited to installation of the Kohler Diesel generator installation of a raised steel or aluminum platform, an appropriately sized transfer switch, installation of fencing with a locking gate, as well as any and all materials, supplies, labor, and all other costs associated with the removal, transfer and installation of the Kohler Diesel generator to and from both Walker County location sites.

At Location 2 the awarded contractor shall be responsible for the following(if applicable): Excavation of ground, removal of dirt from site, installation of steel or aluminum platform that will allow for water drainage (See Attachment E for example), installation of privacy fencing with locking gate (See Attachment E for example), equipment, temporary power, crane and rigging services, plumbing, electrical, materials, supplies, labor, and site modifications as necessary, and all other costs associated with the purchase and installation.

The contractor shall provide all necessary materials, accessories, and labor to provide standby power system that will automatically start and transfer from normal power to standby power upon a power failure in order to maintain operation at site location. The contractor shall be responsible for coordinating with the generator supplier, the appropriate electrical company, utility company and Walker County to locate the components on-site, to install the system and provide start-up. The projects will be constructed to the latest edition of codes and standards for the appropriate entity.

Location 1: (REMOVAL) Walker County Annex, 1301 Sam Houston Ave. Huntsville, TX 77340- See Attachment F.

Remove Existing Kohler Diesel generator: 62 kW along with its annunciator panel, and all appurtenances.

***Note:** Temporary Power to be provided while new generator is being installed, at request of Walker County officials. The awarded Contractor of this IFB is interdependent with the work of other contractors on site. The awarded Contractor shall coordinate its activities with the other contractors to ensure loss of power is minimal.

Location 2: (INSTALL) Walker County Justice of the Peace Precinct 2, 102 Tam Road, Huntsville TX 77320**See Attachment F.**

Take the current Kohler Diesel Generator from Location 1 and bring to Location 2 for installation: Project shall include, installation of this Kohler Diesel Generator; 62 kW, 120-volt, installed on steel or aluminum platform 12" (twelve inches) off ground. Raised steel or aluminum platform measurements are to be 10' x 14'. Distance raised steel or aluminum platform from the building will be 8' (eight feet).

Accurate measurements of construction site will be the responsibility of the awarded contractor. Measurements can be taken at the site visit by contractor wishing to submit an offer for consideration.

Install an appropriately sized automatic transfer switch, and annunciator panel. Installation shall include but not limited to all: excavation of ground, removal of dirt from site, building of raised steel or aluminum platform to allow for water drainage(See Attachment E for Example), fencing with a locking gate (See Attachment E for Example) equipment, materials, supplies, labor, and site modifications as necessary, and all other costs associated with the purchase and installation.

***Note:** Temporary Power to be provided while new generator is being installed, at the request of Walker County officials.

Site visits will be held as follows and will last approximately 30 minutes at each location:

Location #1 – Walker County Annex 1301 Sam Houston Avenue, Huntsville, TX 77340 –

Tuesday December 2, 2025 at 1:30 PM

Location #2 – Walker County Justice of the Peace Precinct Two- 102 Tam Road Huntsville TX 77340 -

Tuesday December 2, 2025 at 2:00 PM

Vendors will have the opportunity to tour the area of where the generator will be installed. **If you will be attending the site visit, please register by sending an email to bids@co.walker.tx.us requesting attendance.** Questions about the project **will not be** answered at the site visit, however will be addressed if submitted in writing to the email address listed. The answers will be published in an addendum.

REQUESTS FOR CLARIFICATIONS. Requests for clarifications of this Offer must be submitted by **Monday, December 8, 2025 by 12:00 P.M. (C.T.)**. Email: bids@co.walker.tx.us. The subject line must read **"IFB# C2360-26-013 Installation and Transfer of Diesel Generator"**. All questions will be answered by addendum following the clarification deadline. If you intend to submit an offer, please send an email to the above email address.

SUPPLIER'S RESPONSIBILITY. –

1. Produce or obtain and deliver products and/or equipment to Walker County, Texas to departments as listed on purchase orders submitted to vendor.
2. 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."
3. **PROVIDE TEMPORARY POWER PER WALKER COUNTY DURING TIME OF POWER LOSS TO BUILDING DURING REMOVAL AND INSTALLATION AT BOTH LOCATIONS.**
4. ***** THE WORK OF THE AWARDED CONTRACTOR OF THIS IFB IS INTERDEPENDENT WITH THE WORK OF OTHER CONTRACTORS ON SITE. THE AWARDED CONTRACTOR SHALL COORDINATE ITS ACTIVITIES WITH THE OTHER CONTRACTORS TO ENSURE LOSS OF POWER IS MINIMAL.*****
5. Provide Warranty Information of platform, labor, and any materials associated with project that are covered under the warranty, at completion of project.
6. Submit Tentative Project Schedule.
7. Submit Current Insurance, Bonds, and Bid Deposits if applicable per the request of Walker County.
8. Effectively communicate with Walker County personnel appointed to project to plan and coordinate building operations during generator removal, transfer and installation. Walker County Point of Contact(s) information will be given to Awarded Contractor for building operations, project management, and contract management personnel.
9. Submit invoices as products and/equipment is shipped.

10. CONDITIONS:

- a. Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, contractor shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
- b. If ground disturbing activities occur during construction, contractor will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify Walker County.

C. SUBMITTAL REQUIREMENTS. Respondents submitting a bid do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or Contractor for any costs incurred in preparing or submitting a bid, for providing additional information when requested by the County, or for participating in any selection interviews. Bids must include the following:

1. Signed IFB on the Front Page of Solicitation Under the Section Certification of Offer and Submit the Following Below:
 - a. References
 - b. Conflict of Interest Questionnaire – Attachment A
 - c. Certificate of Interested Parties – Attachment B
 - d. House Bill 89 Verification – Attachment C
 - e. Completed Pricing Schedule – Attachment D
 - Include costs for any items outsourced or any subcontracted services, if applicable, including the name and description of the organizations being contracted.
 - f. Attachment G- Certification Regarding Lobbying
 - g. Submit Construction Plans and or drawings to including all measurements and materials that will be used.
 - h. Provide Warranty Information of platform, labor, and any materials associated with project that are covered under the warranty, at completion of project.
 - i. Submit Tentative Project Schedule.
 - j. **Current Certificate of Insurance- Must Be Included in Bid Packet at Time of Submission**
 - k. **Submit one (1) original & one (1) copy of your bid response and a USB Drive.**

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 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. Please include one (1) original & one (1) copy of your bid response and a USB 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 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.
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, located in Texas where like services have been supplied. 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. 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 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.
 22. 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. 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.
- F. 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.
- G. AWARD OF CONTRACT.** Contract may be awarded to one or more offerors in the event the selected offeror 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 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
- H. 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.
- 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 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 offence 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.

J. 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.

K. 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.

L. TERMINATION FOR CONVENIENCE.

Walker County reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if Walker County determines that such termination is in the best interest of the County. In the event of such a termination, Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Agency shall be liable for payments limited only to the portion of work Agency authorized in writing and which Contractor has completed, delivered to Walker County, and which has been accepted by Walker County. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. Walker County shall have no other liability, including no liability for any costs associated with the termination.

M. 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 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.

N. TERM OF CONTRACT. The term of this contract shall be from: Date of Award through completion.

O. 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.

P. PLACE OF DELIVERY. The place of delivery shall be that set forth on the purchase order.

- Q. 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 offer, F.O.B. destination. Delivery locations will be: Various County locations. Delivery days after receipt of order (ARO). If delay is foreseen, contractor shall give written notice to Director of Purchasing. 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, 8:00 a.m. to 5:00 p.m. 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.**
- R. VARIATION IN QUANTITY.** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
- S. SPECIAL TOOLS AND TEST EQUIPMENT.** Walker County shall not furnish any equipment to assist in offloading of material.
- T. INSURANCE REQUIREMENTS.** The awarded Offeror shall furnish and keep in full force the following insurance during the term of this Contract:
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 \$1,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$1,000,000 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 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.

- U. CHANGE ORDERS.** It is the County's desire to have all questions and/or comments addressed prior to issuing a purchase order; any change order will be greatly scrutinized and could impede future awards. No change orders will be accepted unless written approval by the Commissioner's Court. Any work completed without written approval by the Commissioner's Court is subject to non-payment.
- V. LAWS AND REGULATIONS.** The respondent's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the award throughout, and they will be deemed to be included in the response document the same as though herein written out in full.

- W. OBLIGATION OF OFFEROR.** At the time of the opening of the solicitation each bidder will be presumed to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any responder to examine any form, instrument or document shall in no way relieve any responder from any obligation in respect of his bid.
- X. PROJECT TIMELINE.** All bids in response to this solicitation are due no later than **10:30 a.m. C.T. December 17, 2025.** Upon notification, the Contractor will begin immediately upon award by Commissioner's Court.
- Y. BUDGET.** This is subject to revision by Commissioner's Court. All bids must include proposed costs to complete the tasks described in the Scope of Work. **NOTE: All costs and fees must be clearly described in each bid.**
- Z. WARRANTIES.** All work shall be guaranteed a minimum of 365 days by the successful Contractor. Contractor will be responsible for product and workmanship to ensure all warranty and specifications are met.
- AA. PERFORMANCE BONDS.** If the total bid is more than \$250,000, then a performance bond is required. Based on receiving notification of Commissioner's Court approval, the Contractor shall submit a performance bond for the 100% of the contract price from a certified State of Texas surety company. A performance bond is to be executed in connection with the contract and its purpose is to protect the non-state entity from sustaining losses if the contractor fails to fulfill its requirements under the contract. Should the payment bond not be provided within ten (10) calendar days, the County reserves the right to award to next responsible, responsive Contractor. Original performance bond to be submitted to the Purchasing Agent, 1301 Sam Houston Ave. Rm 235, Huntsville, TX 77320. The bond shall remain in effect until the closeout of the project is finalized.
- BB. PAYMENT BOND.** Based on receiving notification of Commissioner's Court approval, the Contractor shall submit a payment bond for the 100% of the contract price from a certified State of Texas surety company. A payment bond is executed in connection with a contract to assure payment as required by law for all persons supplying labor and materials in the execution of the work provided for in the contract. If the contractor does not fulfill its obligation in paying for the labor and supplies, the bond assures payment of any loss sustained by the obligation. Should the payment bond not be provided within ten (10) calendar days, the County reserves the right to award to next responsible, responsive Contractor. Original payment bond to be submitted to the Purchasing Agent, 1301 Sam Houston Ave. #235 Huntsville, TX 77340. The bond shall remain in effect until both the final payment is made and the closeout of the project is finalized.

References: List three (3) references for which offeror has completed Installation and Removal of Diesel generators comparable to the size stated in this IFB. 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

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT OF INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. The bill requires a vendor that wishes to conduct business or be considered for business with a Walker County to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ).

Section 176.006 requires disclosure of a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chapter 176. However, the general definition of the word "affiliation" would mean any association or connection. So, any affiliation, including such things as friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to complete the Conflict of Interest Questionnaire Form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) who is trying to do business with Walker County. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with Walker County must complete this form.
2. Check box if the form is an update to a form previously completed. Updates are required by law by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a Walker County employee or contractor with Walker County (such as an engineering or architectural firm) who makes recommendations to Walker County on expenditures of money. If **no affiliation or business relationship exists, state "None."**
4. Describe how you are affiliated or related to a local government officer. If **no affiliation or business relationship exists, state "None."**
5. Complete this Section by listing name for each local government officer with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 5 A, B, or C.
6. Describe any other affiliation or business relationship that might cause a conflict.
7. Signature box. Date and sign the form. A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
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		
Name of signatory	Signature	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.

ATTACHMENT B

CERTIFICATE OF INTERESTED 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 : [1295 Filing Info](#) 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.		Must file online at https://prd.tecprd.ethics.state.tx.us/File/																																							
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 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
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 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																																									

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.

ATTACHMENT D**PRICING SCHEDULE****Location#1 – Walker County Annex**

	<u>Qty</u>	<u>Unit Price</u>	<u>Extension Price</u>
Transfer of Existing Diesel Generator	1	_____	_____
Transfer of Automatic Transfer Switch	1	_____	_____
Transfer of Annunciator Panel	1	_____	_____
Cost of Labor		_____	_____
Crane & Rigging Services (If Applicable)		_____	_____
Temporary Power Supply (If Applicable)		_____	_____

ADDITIONAL FEES: 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.

ATTACHMENT D continued**PRICING SCHEDULE****Location#2 – Walker County Justice of The Peace Office Precinct Two**

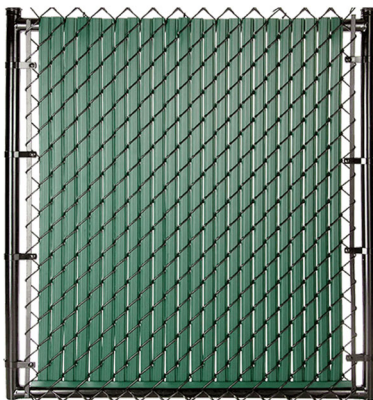
	<u>Qty</u>	<u>Unit Price</u>	<u>Extension Price</u>
Installation of Walker County Owned			
Kohler Generator	1	_____	_____
Steel or Aluminum Platform for Generator 1		_____	_____
Automatic Transfer Switch	1	_____	_____
Annunciator Panel	1	_____	_____
Electrical		_____	_____
Plumbing		_____	_____
Fencing	1	_____	_____
Cost of Labor		_____	_____
Crane & Rigging Services (If Applicable)		_____	_____
Temporary Power Supply (If Applicable)		_____	_____

***This is a single-phase building**

ADDITIONAL FEES: 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.

ATTACHMENT E

**Example Pictures of Raised Platforms and
Chain Link Fence with Privacy Slats for
Location #2- Walker County Justice of The Peace Office Precinct Two**



ATTACHMENT F

LOCATION PHOTOS

Location 1: Walker County Annex, 1301 Sam Houston Ave. Huntsville, TX 77340



The orange rectangle is the current location of the Kohler diesel generator.

Walker County has provided these drawings to identify placement of generator at location site. Walker County is not responsible for identifying electrical, gas, or water lines. It is the sole responsibility of the contractor to contact the appropriate utility company or authority to identify location of lines.

ATTACHMENT F continued

Location 2: Walker County Justice of the Peace Precinct 2 102 Tam Road, Huntsville TX 77320



Side View of JP2 Building (HWY 75 N)- Preferred side of Generator Installation.



Corner View of JP2 Building. HWY 75 N is on the right side in picture.

Walker County has provided these drawings to identify placement of generator at location site. Walker County is not responsible for identifying electrical, gas, or water lines. It is the sole responsibility of the contractor to contact the appropriate utility company or authority to identify location of lines.

ATTACHMENT G**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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.

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.

The undersigned shall require that the language of this 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 section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date