



RFP# 2024-03

**REQUEST FOR PROPOSALS
FOR VEGETATION MANAGEMENT SERVICES**

FOR CHEROKEE COUNTY, TEXAS

BID DUE DATE:

By 2:00 PM CST - Thursday, February 29, 2024

*Cherokee County Auditor's Office
135 South Main, 3rd Floor
Rusk, Texas 75785*

<http://www.co.cherokee.tx.us/ips/cms/countyoffices/countyAuditor.html>

RFP SCHEDULE SUMMARY

Tuesday, January 9, 2024	Release of RFP
Tuesday, January 16, 2024 Tuesday, January 23, 2024	Legal Advertising of RFP
Friday, February 23, 2024 - 5:00 PM CST	Deadline for RFP Questions
Thursday, February 29, 2024 - 2:00 PM CST	RFP Submittal Due Date
Tuesday, March 12, 2024 - 9:00 AM CST	Anticipated Recommendation to Court / Anticipated Award of RFP / Anticipated Court Approval of Contract

INVITATION FOR BID AND INFORMATION

1. The Commissioners' Court of Cherokee County, Texas is accepting sealed bids for the following:

VEGETATION MANAGEMENT SERVICES

Term ending - September 30, 2024.

2. Bids should be placed in a sealed envelope marked:

RFP #2024-03: VEGETATION MANAGEMENT SERVICES

3. **SUBMISSION OF BIDS:** Sealed bids shall be received by: Steven Daughety, Cherokee County Auditor, 135 South Main, Cherokee County Courthouse, Rusk, Texas 75785.
4. Deadline for bid submission is 2:00 P.M. on Thursday, February 29, 2024.
5. All bids must be received at the designated location by the time deadline shown. Bids received after the deadline will be returned unopened to the sender and shall be considered void and unacceptable.
6. The bid documents are available in Cherokee County Auditor's Office, Cherokee County Courthouse, 135 South Main, Rusk, Texas; Telephone: 903-683-2717. **Any updates, changes, or addenda may be found at <http://www.co.cherokee.tx.us/ips/cms/countyoffices/countyAuditor.html>**
7. Each bidder shall use unit pricing.
8. The method of payment shall be from current operating funds.
9. ***Bids not accompanied by the Affidavit will not be considered. A Conflict-of-Interest Questionnaire and a Texas Ethics Commission Form 1295 Certificate of Interested Parties will be required after bid is awarded.***
10. Bids will be opened and respondent's names will be read aloud by Steven Daughety, Cherokee County Auditor, in the courtroom on the third floor, Cherokee County Courthouse, Rusk, Texas on Thursday, February 29, 2024, at 2:00 P.M. Bids will be discussed and/or awarded at the Commissioners' Court regularly scheduled meeting on March 12, 2024, at 9:00 A.M.
11. **THE COMMISSIONERS' COURT** reserves the right to reject any and/or all bids for any and/or all items and/or services covered in this bid request and to waive any informality in bids as may be deemed to be in the best interest of Cherokee County.

CHEROKEE COUNTY CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing goods, materials and serves for Cherokee County shall, during the term of the contract with the County or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the County, its officials, agents, employees, and volunteers as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the County for cancellation, non-renewal, or material changes of the insurance.
3. Provide for a waiver of subrogation against the County for injuries, including death, property damage, or any other loss to the extent the same covered by the proceeds of insurance.

Insurance Company Qualifications: 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 Bidder's RFB/RFQ/RFP. 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. All coverage amounts listed shall be in United States dollars.

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its Officials, Employees and Volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.

All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the Commissioner and be approved before work commences.

Standard Insurance Policies Required:

- A. Commercial General Liability Policy
- B. Automobile Liability Policy
- C. Worker's Compensation Policy

General Requirements applicable to all policies:

- A. Only insurance carriers licensed and admitted to the do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. Claims Made policies will not be accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Cherokee County.

1. COMMERCIAL GENERAL LIABILITY

- A. General Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- B. Cherokee County, its officials, employees and volunteers are to be added as Additional named insured to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees and volunteers.
- C. Minimum Combined Single Limit \$1,000,000.00 per occurrence for bodily injury and property coverage.
- D. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. Waiver of Subrogation shall be attached to the Certificate of Insurance.

2. AUTOMOBILE LIABILITY

- A. General Liability Insurance shall be written by a carrier with a A: VIII or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

3. WORKER’S COMPENSATION INSURANCE

Pursuant to the requirements set forth in title 28, Section 110.110 of the Texas Compensation Insurance policy; either directly through their employer’s policy (the Contractor’s or subcontractor’s policy) or through an executed coverage on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement are used. Contractor and subcontractors must use that portion of the form whereby the hire contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The Worker’s Compensation insurance shall include the following terms:

- A. Employer’s Liability limits of \$1,000,000.00 for each accident is required.
- B. Texas Waiver of Our Rights to Recover from Others Endorsement shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 c (7) of the Texas Administrative Code, the bid Specifications, this Agreement, and all subcontracts on this project must include the following terms and Conditions in the following language, without any additional words or changes, except, those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

DEFINITIONS:

- A. *Certificate of Coverage (certificate)- A copy of certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker’s Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, TWCC-84), showing statutory worker’s compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.*

Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/Person's work on the project has been completed and accepted by the Commissioner. Persons providing services on the project (Subcontractors in section 406.096 (of the Texas Labor Code) - includes all persons or entities performing all or part of the serves the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operations, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries of portable toilets.

B. The Contractor shall provide coverage based on the proper reporting of Classification codes and payroll amounts and filing of any coverage agreements, that means the Statutory requirement of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the Commissioner prior to being awarded the Contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Commissioner showing that coverage has been extended.

The Contractor shall obtain from each person providing services in a project, and provide to the Commissioner:

- 1) A certificate of coverage, prior to that person beginning work on the project, so the government entity will have on file providing services on the project and certificates of coverage showing coverage for all persons: and*
- 2) No later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*

The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the Commissioner in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and Manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts with to provide Services on a project to:

- 1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of nay coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project:*
- 2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.*
- 3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate coverage ends during the duration of the project.*
- 4) Obtain from each other person with whom it contracts, and provide to the Contractor.
 - a. A certificate of coverage, prior to the other person beginning work on the project; and*
 - b. A new certificate of coverage, showing extension of coverage, prior to the end of the coverage period, if the coverage ends during the duration of the project;**
- 5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- 6) Notify the government entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any changes that materially affects the provision of coverage of any providing services on the project; and*
- 7) Contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.*

4. **CERTIFICATES OF INSURANCE** shall be prepared and executed by the insurance company or its Authorized agenda, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Boards of Insurance (ISO)
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Cherokee County
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

5. **COMPLIANCE WITH LAW:** The Contractor's work and materials shall comply with all State and Federal laws, Municipal ordinances, regulations, and direction of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable State and Federal laws, Municipal ordinances, and guidelines concerning soil erosion and sediment control through the Project and warranty term.

6. **SAFETY PRECAUTIONS** at the site are the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The contractor shall provide copies of all hazardous materials and waste data sheets to the Cherokee County Judge Office.

The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The contractor shall, at its own expense, take such precautionary measures for the protections of persons, property, and the work as may be necessary.

The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may require to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated by replaced or compensated for by the Contractor at its own and expense.

7. **INDEMNITY** to the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officials, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court cost, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connections with the work done by the Contractor under this contract, provided that any such claim, loss damage, cause of action, suit or liability, is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not limited to the following specific instances:

- A. In the event the County is damaged due to the act, omission, mistake, fault or default of the Contractor then the Contractor shall indemnify and hold harmless and defend the County of such damage.
- B. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

- C. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to claims on adjacent property owners caused by the Contractor, its agents, employees and representatives.
- D. The Contractor shall also be responsible for the removal of all related debris.
- E. The Contractor shall also be responsible for subcontractors hired by it.
- F. The Contractor shall indemnify, hold harmless, and defend the County from any liability caused by the Contractor's failure to comply with applicable Federal, State or Local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

The indemnification obligation of the Contractor under this section shall not extend the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause for the injury or damage.

8. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes and charges the County, its officials, agents, employees and volunteers from all claims, demands and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and cause of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the project, this release shall apply regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the County.

County/Entity: _____

Contact: _____

Phone: _____

Email: _____

9. VENDOR REQUIREMENTS

- A. Contractor must comply with OSHA, EPA and Texas Department of Agriculture regulations along with Dept. of Public Safety and motor vehicle standards and regulations.
- B. Contractor must have had a commercial pesticides license and must submit a copy of this license with the bid.
- C. Herbicide manager must have at least five (5) years' experience applying herbicides; include a resume and be currently licensed in the category of Right of Way pest management. Copies of current licenses must be submitted with the bid.
- D. Herbicide manger must provide herbicide label and Material Safety Data Sheet of all chemicals being used for this bid.
- E. Herbicide applicator must maintain a daily log sheet of acres sprayed, herbicide rate, roads sprayed, and water usage. All information must be submitted to the county with the invoice at completion. A blank daily log must be submitted with bid.
- F. Herbicide applicator must have experience in roadside spraying, a current herbicide applicators license for state of Texas. Contractor must submit copies of license with bid.
- G. Contractor shall keep at least two strobe/amber lights and/or a flashing arrow board in operation while vehicle is spraying. Traffic Control Plan in accordance with TxDOT Standards TCP (3-1c). County will provide and/or trail vehicle as determined by County Commissioner.
- H. Contractor shall have a chemical spill plan and the spray truck shall have a spill clean-up kit on boards.
- I. If wind is greater than seven (7) mph and/or rain is imminent, spraying must cease until weather conditions are more favorable.
- J. Spraying shall be performed thirty (30) minutes before daylight through or up to thirty (30) minutes after dark.
- K. Contractors is fully responsible for chemical storage, dandling, and container disposal.
- L. Contractor is fully responsible and liable for any damages as a result of off-site drift to include any dominate perennial grass.

10. SPECIFICATIONS

A. Chemical Mowing

A.1. The application of selective herbicides on roadsides to control and/or inhibit seed head formation of native grasses and control weeds.

A.2 Three (3) applications will be performed as deemed necessary. Contractor to be responsible for the exact timing in order to keep grass at an acceptable level. The first treatment will be in December, the second treatment will be in April, and third treatment in July.

A.3 Herbicide Selection (for all herbicide applications, a sufficient surfactant and drift control agent must be applied per acre) or Equivalent-must be approved prior to application.

- a. Round 1-Oust plus Roundup
- b. Round 2-Outridder plus Roundup plus Garlon 3
- c. Round 3- Opensight plus Plateau plus Roundup

B. Brush Spraying

B.1 The application of selective herbicides to control brush from encroaching into the right of way. Applications will be from road's edge and will extend out to a maximum width of twelve feet. Application will occur between Sept 15-Nov 15, prior to dormancy.

B.2 Areas to be treated are rock roads/paved roads.

B.3 Specific for Cherokee County, Texas roads Spraying 200 miles of roads at a width of up to 16 feet on both sides of the road. There will be 1 application per year and guarantee for 2 years of no encroachment in the Right of Way.

B.4 Timing of application will generally be between Sept 15-Nov 15, prior to dormancy as determined by Cherokee County Commissioner(s).

B.5 A sufficient surfactant and drift control agent must be applied per acre for all herbicide applications.

Approved chemicals are:

- a. Vastlan at 64 oz. per acre
- b. Terravue at 2.85 oz per acre
- c. Escort at 1.5 oz per acre
- d. Methylated Seed Oil (MSO) at 2 % Solution

B.6 Truck must be able to spray up to 16 feet horizontally as well as 10-15 vertically from the edge of the pavement.

BID FORM

THIS IS A BID BY BIDDER AND IS NOT AN OFFER TO PURCHASE BY CHEROKEE COUNTY

THIS BID FOR THE FOLLOWING:

VEGETATION MANAGEMENT SERVICES

PRICING SECTION

The following is an estimate of our anticipated purchases and will be used ONLY for tabulation purposes. The specified estimates are not guaranteed minimums. Fill the blanks with the unit price that is **firm** for the contract period.

CHEMICAL MOWING-TURF MOWING

Term Ending September 30, 2024

Quotations are to be submitted using per centerline mile per application basis

1. Estimated 200 centerline acres treatment per application (Contractor Supplies Herbicides)

COST/ACRE/APPLICATION _____

2. Estimated 400 centerline acres treatment per application (Contractor Supplies Herbicides)

COST/ACRE/APPLICATION _____

3. Alternate- Treatment per acre (Contractor Supplies Herbicides)

COST/ACRE/APPLICATION _____

4. Edge of pavement treatment per centerline per acre (Contractor Supplies Herbicides)

COST/ACRE/APPLICATION _____

5. Bridge treatment (Contractor Supplies Herbicides)

COST/ACRE/ APPLICATION _____

BRUSH SPRAYING

6. Estimated 200 centerline acres treatment per application (Contractor Supplies Herbicides)

COST/ACRE/APPLICATION _____

7. Estimated 200 centerline acres treatment per application (County Supplies Herbicides)

COST/ACRE/APPLICATION _____

8. Alternate- Treatment per acre application (Contractor Supplies Herbicides)

COST/ACRE/APPLICATION _____

The County of Cherokee reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award bid on Individual basis.

Acceptance of the bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions herein.

Acceptance of the bid shall only obligate Cherokee County to purchase some of the items from that bidder. Cherokee County reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions.

The County of Cherokee reserves the right to extend this contract for an additional 90 days if agreeable between the n=bidder and Cherokee County for the quoted prices.

County exempt taxes to be excluded from bid.

BIDDER INFORMATION

Company Name _____

Address _____

Phone _____

Cell _____

Fax _____

Email _____

Name _____

Name _____

Signature

Print Name

Title _____

STATE OF TEXAS §

COUNTY OF CHEROKEE §

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to the following, who, upon oath says:

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

I further affirm that the Bidder has not given, nor offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above affiant, who, on oath states that the facts contained in the above are true and correct, this _____ day of _____, 2024.

Notary Public in and for

_____ County, Texas

Name of Bidder: _____

SIGNED BY _____
(SIGN Name in Writing) (Title)

ADDRESS _____

Telephone Number: _____ Date: _____

NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDVAIT WILL NOT BE CONSIDERED.

The County of Cherokee does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

BID INSTRUCTIONS/TERMS OF CONTRACT

LATE BIDS: Cherokee County is not responsible for delivery of bids, lateness of mail, or any other cause for delay of delivery. The time/date entry from the time stamp in the Cherokee County Auditor's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before the submission deadline must be initialed and dated by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder for a period of sixty (60) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

SALES TAX: Cherokee County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

BID AWARD: Cherokee County reserves the right to award bid to one or more vendors as it deems to be in the best interest of the County.

CONTRACT: This bid, when properly accepted by Cherokee County, shall constitute a contract equally binding between the successful bidder and Cherokee County. Except by agreement, no different or additional terms will become part of this contract with the exception of a Change Order.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by Cherokee County.

DELIVERY: All delivery and freight charges (FOB Cherokee County designated location) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to delivery bid item(s) at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder must keep Cherokee County advised at all times of the status of the order.

CONFLICT OF INTEREST: 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. Bidder is required to sign affidavit form after bid is awarded.

EXCEPTION/SUBSTITUTIONS: All timely filed bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and the bidder shall be responsible to perform in strict accordance with the specifications of the invitation. Cherokee County Commissioners' Court reserves the right to accept any, all and/or none of the exceptions(s), and/or substitution(s) as deemed by the Commissioners' Court to be in the best interest of the County.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality as determined by Cherokee County will be considered.

AGENDA: 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 Cherokee County Auditor. Addenda will be mailed to all who are known to have received a copy of the Invitation for Bid. Bidders shall acknowledge receipt of all addenda.

DESIGN, STRENGTH, QUALITY: of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL BID ITEMS must be new and unused, unless otherwise clearly specified in writing, in first-class condition, and for current manufacture. All equipment shall be furnished ready to use. All items not specifically mentioned, that are required for a complete unit, shall be furnished. Any items appearing in manufacturer's published specifications and not specifically listed herein are to be included with this bid. Any additions, deletions, or variations from the manufacturer's published specifications must be outlined in the section provided and, in a letter, attached to this Information for Bidders.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

A prospective bidder must be able to meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award;
6. Provide a list of references where like items have been supplied by Bidder, and the name of each reference, address, telephone number, and name of representative shall be included.

Cherokee County may request information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response all documentation required by this request for Information from Bidder. Failure to provide this information may result in rejection of bid.

BIDDER AGREES TO defend, indemnify, and save harmless Cherokee County and all its officers, agents and employees from all suites, 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 bidder or of any agent, employee, subcontractor or supplier in the execution or, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgement, with cost, which may be obtained against Cherokee County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract term expires or until completion buy delivery and acceptance of item(s) ordered, or until terminated by mutual agreement with a thirty (30) day written notice prior to any agreed a cancellation. This successful bidder must state therein the reasons for such cancellation. In the even said contract is canceled as stated, Cherokee County reserves the right to award the contract to next lowest and best bidder as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Cherokee County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Cherokee County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet delivery or completion schedules, or
2. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the County to award the bid to another bidder or to, purchase the bid items elsewhere, and charge the full increase in additional cost incurred by the County to the defaulting successful bidder.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Cherokee County from claims involving infringements of patents and/or copyrights pertaining to the subject matter of the bid.

PURCHASE ORDER: A purchase order(s) shall be generated by Cherokee County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips, Cherokee County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Cherokee County Purchase Order number, and (d) descriptive information n as to the vehicles, equipment or other items delivered, including product code, model number, item number, serial number, quantity, and other matters of identification.

INVOICES shall show all information as stated above and shall be mailed directly to the Cherokee County Auditor's Office, 135 South Main, Rusk, TX 75785, located on the 3rd floor of the courthouse.

Item(s) supplied under this contract shall be subject to the County's approval. Units found defective or not meeting specifications shall be picked up and replaced by the successful bidder within one (1) week after notification, at no expense to the County.

WARRANTY: Successful bidder shall warrant that all item(s) shall conform to the proposed uses and specifications and/or all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title..

REMEDIES: The successful bidder and Cherokee County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Cherokee County.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of Cherokee County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to apply. All interpretations of these specifications shall be made on the basis of this statement.

BIDS MUST COMPLY with all federal, state, county and local laws concerning this type of item(s). The equipment shall contain all standard safety, emission, and noise control equipment required for this type and size of equipment at the time of its manufacture and all extra equipment specified. All materials, equipment, and./or parts not specifically stated herein but necessary to render the unit(s) complete and operational per the specifications are to be included in the bid price. Bidder may be required to furnish evidence that each unit, as bid, will meet or exceed these requirements. An inspection of the equipment shall be made Cherokee County before acceptance.

BID BOND in the amount of \$5,000 in the form of a bond or cashier's check must be included with the bid.

ANY QUESTIONS concerning this process should be directed to Cherokee County Auditor's Office, 135 South Main, Rusk, TX 75785, 903-683-2717.



Did you sign your Proposal/Bid and/or your addendum?

If not, your Proposal will be rejected.

CERTIFICATION OF ELIGIBILITY

(This provision applies if the anticipated contract exceeds \$25,000)

By submitting a Proposal/Bid in response to this solicitation, the Respondent certifies that at the time of submission, he/she is NOT on the State of Texas or the Federal Government's list of suspended, ineligible, or debarred proposers.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify the Cherokee County Auditor.

Failure to do so may result in terminating this contract by default.

Authorized Signature

COMPLIANCE WITH FEDERAL AND STATE LAWS

Certification of Eligibility

By submitting an RFP in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of RFP submission and time of award, the Respondent will notify the Cherokee County Auditor. Failure to do so may result in terminating this contract by default.

Verification No Boycott Israel

As required by Chapter 2270, Government Code, the selected firm must verify that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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.

Foreign Terrorist Organizations

Pursuant to Chapter 2252, Texas Government Code, the selected Firm must represent and certify that, at the time of execution of an Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Disclosure of Interested Parties

The law states that a governmental entity may not enter certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting an RFP in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. **Respondent agrees to provide the Cherokee County Auditor, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.**

Visit <https://www.ethics.state.tx.us/filinginfo/1295/> for more information.

Signature: _____

Date: _____

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of comparable size and scope of work to this Bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

REFERENCE ONE:

GOVERNMENT/COMPANY/BUSINESS NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

REFERENCE TWO:

GOVERNMENT/COMPANY/BUSINESS NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

REFERENCE THREE:

GOVERNMENT/COMPANY/BUSINESS NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

INSURANCE CERTIFICATION

Attach Insurance Certification or Binder

I, _____, as a duly authorized representative of _____,
(Full name) (name of firm)

certify that evidence of required general liability, worker’s compensation, and professional liability insurance for personnel assigned to the project and automobile insurance for any vehicles used for the project in the amounts in this RFP shall be provided to the issuer of this RFP within 10 calendar days of any Notice of Award.

Signature – Company Official

Printed/Typed Firm Name

Printed/Typed Name/Title

Date

Statement of No Bid

If you do not intend to bid, please return this form immediately to: coauditor@cocherokee.org

We, the undersigned, have declined to bid on Bid/ Proposal # _____

Reason:

_____ Specifications “too tight,” geared toward one brand or manufacturer (explain)

_____ Insufficient time to respond.

_____ Specifications unclear (explain)

_____ We do not offer this product or an equivalent.

_____ Our product schedule does not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet bond requirements.

Remarks:

We understand this if this “Statement of No Bid” is not executed and returned, our name may be deleted from the list of qualified bidders.

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Signature: _____

To: Vendors of Cherokee County, Texas

From: Steven Daughety, County Auditor

Re: ***Conflict of Interest Form (CIQ)***

Vendor:

Please find the link below to a Conflict-of-Interest Questionnaire. Complete this form if you have a conflict of interest with any Cherokee County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<https://ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Cherokee County Auditor either through RFP return, fax, or email. Please see contact information below.

Cherokee County Clerk

Cherokee County Courthouse
135 South Main Street
Rusk, Texas 75785
Phone: 903-683-2350

Cherokee County Auditor

Email: coauditor@cocherokee.org
Phone: 903-683-2717
Fax: 903-683-2393

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Cherokee County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et.seq.*, as amended, Cherokee County requires a Residence Certification. §2252.001 *et.seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as
(Company Name)
defined in Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as defined in
(Company Name)
Texas Government Code §2252.001 and our principal place of business is

(City and State)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
OR				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



Cherokee County Auditor
Steven Daughety, County Auditor
135 South Main Street, 3rd Floor, Rusk, Texas 75785
Phone (903) 683-2717 Fax (903) 683-2393 coauditor@cocherokee.org

January 9, 2024

To: Jacksonville Daily Progress

From: Steven Daughety, County Auditor

Subject: Advertisement RFP# 2024-03 - Purchase of Vegetation Management Services - Cherokee County, Texas

Please run the following ad on Tuesday, January 16, 2024, and Tuesday, January 23, 2024, in the Jacksonville Daily Progress.

PUBLIC NOTICE

Sealed bids will be received by County Auditor Steven Daughety at the Cherokee County Auditor's Office, at 135 South Main Street, 3rd Floor, Rusk, Texas 75785, on or before 2:00 pm, Thursday, February 29, 2024, for RFP # 2024-03 - Purchase of Vegetation Management Services for Cherokee County, Texas. Late submissions will not be accepted. RFP packet will be available on January 10, 2024, by visiting <http://www.co.cherokee.tx.us/ips/cms/countyoffices/countyAuditor.html> on the Auditor's Office web page, or requesting by e-mail at coauditor@cocherokee.org or calling (903) 683-2717. Payment will be made after items or services have been received in accordance with the award. Vendors must bid unit costs, but may offer lump sum discounts. Cherokee County reserves the right to accept or reject in whole or in part any bid received and to waive any irregularities or formalities in the best interest of Cherokee County.

Bids may be held by Cherokee County for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
(Include with Bid)**

State of Texas

County of Cherokee

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____

Notary Public

My commission expires _____.

