

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

**DELIVERED FUEL ANNUAL
SUPPLY CONTRACT
RFB #2026-03**

SUBMISSION OF BIDS: Sealed bid shall be submitted to: Steven Daughety, County Auditor, 135 South Main Street, 3rd Floor, Rusk, Texas 75785. Deadline for bid submission is:

September 24, 2026 at 1:00 PM

Sealed envelope containing bid should be marked:

BID FOR DELIVERED FUEL

This INVITATION FOR BID and accompanying SPECIFICATIONS AND BID SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services for Cherokee County.

All bids MUST be received in the Cherokee County Auditor's Office BEFORE the opening date and time. Cherokee County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be opened and shall be considered void and unacceptable. Opening is scheduled to be held in the Juvenile Courtroom, 135 South Main Street, 3rd Floor, Rusk, Texas.

SCOPE OF BID

1. Cherokee County is always very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID."
2. Bids are solicited for furnishing the merchandise, supplies, services, and/or equipment set forth in this bid request for a period beginning the date of the contract award until the next award which should be in approximately twelve (12) months (October 2026) in accordance with the following Conditions of Bidding.
3. It is our policy **not to** furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Cherokee County website after bid award by Commissioners' Court at: <http://www.co.cherokee.tx.us/ips/cms/countyoffices/countyAuditor.html>
4. IT IS UNDERSTOOD that the Commissioners' Court of Cherokee County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Cherokee County.
5. The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to Cherokee County, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so.

TAXES

1. As a governmental subdivision, Cherokee County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties, by law. Cherokee County will furnish, upon request, sales tax exemption forms to the bidder that is awarded bid. Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by the state. Such costs must not be included in bid prices.
2. CHEROKEE COUNTY TAXES: If the Bidder subsequently becomes delinquent in the payment of Cherokee County taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, if the Bidder is delinquent in payment of Cherokee County taxes at the time of invoicing, Contractor assigns any payments to be made under this contract to the Cherokee County Tax Assessor-Collector for the payment of delinquent taxes.

GENERAL CONDITIONS

1. BIDS MUST BE submitted on the enclosed Bid Documents. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having authority to bind the firm in a contract, and marked clearly **"Delivered Fuel"** on the outside as outlined in the specifications.
2. Cherokee County will evaluate and award bid based on *lowest and best bid meeting specifications*. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale. Cherokee County reserves the right to accept and/or reject any/all of the options bid as it deems to be in the best interest of the County.
3. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit price
 - b. Extended price
 - c. Special needs and requirements of The County
 - d. Results of testing samples (if required by The County)
 - e. Delivery
 - f. The County experience with products bid
 - g. Bidder's past performance record with The County.
4. Although the cost of products to be provided is an essential part of the bid, The County is not obligated to award a contract on the sole basis of cost but will award to bidder considered to be the best value to the County.
5. The successful bidder should submit itemized invoices with clearly marked remittance copies to the following address, unless otherwise directed;

Cherokee County Auditor
135 South Main Street
Rusk, Texas 75785
6. Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the successful vendor only, and shall not include sub-contractor, assignees, or any other party. The county will not be liable for payment of invoices received six (6) months after order completion.

BID INFORMATION

1. The quantities listed are merely estimates of annual usage-not actual order amounts. During the period of the purchase contract, the County will buy only the actual quantity required, and it will neither be obligated to the purchase of nor limited to the quantities listed. These supplies will only be ordered as needed. The purchase contract will be awarded on the date as approved by Cherokee County Commissioners' Court. The County reserves the right to reject any or all bids and to accept the one deemed most advantageous to the County.
2. All bidders shall provide the Brand Name for each type of fuel in the space provided.
3. All bidders are required to bid a **MARK-UP** per gallon for each fuel type and location. **The Mark-Up shall include any and all delivery charges and fees that will be billed in addition to the Rack Price and Taxes that are listed. MARK-UP WILL REMAIN CONSTANT THROUGHOUT THE TERM OF THE CONTRACT.**
4. The County is aware that the Rack Price may vary throughout the term of the contract. Bidders shall note on the bid sheet the method or source that will be used throughout the term of the contract to determine the Rack Price and shall provide a sample copy of any documentation available with their bid. In addition, the vendor shall supply documentation of corresponding rack price with each invoice.
5. All fuel tanks currently being used by the Cherokee County Precincts and Sheriff's Office are owned by Cherokee County.
6. Commissioners have the right to reject, at any time, any material that is undesirable. Cherokee County legally accepts delivery of fuel after it is unloaded and approved by Commissioners.
7. Loaded weight of truck, trailer and material cannot exceed legal state and county weight limits on road and bridges that approach designated job sites. Bidder shall check with Precinct Commissioner for such limits.
8. It is the Bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The **Affidavit (Exhibit A)** must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification Number and signed by an authorized representative of the firm. Failure to provide signature on the Affidavit Form renders bid non-responsive.
9. All bidders must complete the **"Conflict of Interest Questionnaire". (Form CIQ, Exhibit B)** Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. The completed conflict of interest questionnaire must be turned in with your bid proposal to the Auditor's office.
Any questions can be directed to the Texas Ethics Commission in Austin.
10. Cherokee County Commissioners' Court will not consider for action any contract with a business entity unless the business entity submits a Certificate of Interested Parties (Form 1295). A business entity will generate Form 1295 online **AFTER** notification of award on the bid. The Texas Ethics Commission promulgated rules to implement the law and established an online portal at <https://www.ethics.state.tx.us/filinginfo/1295> . The successful bidder must complete the form and submit the signed and notarized form before the contract is executed. Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.
Contract number is xxxx.(issued once bid awards are confirmed)

INSURANCE REQUIREMENTS

1. The Bidder shall not commence work under this contract until all insurance required of the Contractor by this agreement has been documented with a Certificate of Insurance. Such insurance is to be provided at the expense of the Bidder and shall remain in force until all work under this contract is completed and has been accepted by the County Commissioners'. If for any reason insurance coverage is not kept in force, all deliveries will be stopped until an acceptable Certificate of Insurance is provided to the County. The County Commissioners' should be provided with 30 days advance notice of material changes in coverage or termination of coverage. The County shall be covered as an *additional insured* and must include a *waiver of subrogation* in favor of the County. The vendor shall be responsible for any deductions stated in the policy.
2. The Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements under this contract.
3. Nothing contained in the insurance requirements shall be construed as limiting the extent of Bidders' responsibility for payment of damages resulting from operations under this contract.
4. Any failure of the Bidder to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to the County. The insurance provided by the Bidder shall be primary as respects to the County. Any insurance maintained by the County shall be excess of the Bidder's insurance and shall not contribute to it.
5. The Bidder must provide confirmation of **Commercial General Liability** insurance from an insurer licensed to do business in Texas that is financially sound. The insurance should be written with limits of a least \$500,000 per occurrence and an aggregate limit of at least \$1,000,000. The insurance must include coverage for bodily injury, property damage, contractual liability, products and completed operations, and personal injury. The Bidder must promptly notify the County Commissioners if the total incurred losses (as determined by the insurer) reaches 50% or more of the aggregate limit.
6. The Bidder, subcontractors and their employees are not to be considered as an "employee" of the County and will not be covered by the County's workers' compensation insurance. The Bidder must provide confirmation of **Workers' Compensation and Employer's Liability** insurance from an insurer that is licensed to do business in Texas. The Workers' Compensation insurance should be written with statutory limits of liability. The Employer's Liability insurance should be written with limits of at least \$500,000 each employee for occupational disease.
7. The Bidder must provide confirmation of **Commercial Automobile Liability** insurance from an insurer that is licensed to do business in Texas. The insurance should be written with bodily injury and property damage limits of at least \$500,000 combined and should apply in regard to any automobile, including owned, non-owned, hired and borrowed automobiles.
8. The Bidder must indemnify, hold harmless and defend the County and its officials and employees for all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description (including attorney's fees) that are presented, brought or recovered against the County and/or its officials and employees which arise out of an occurrence in connection with the services performed under this contract. The County reserves the right to require the Bidder to complete, certified copies of all required policies at any time.

SPECIAL PROVISIONS

1. Bidder will be required to notify the County in the event of unforeseen delay arising in the delivery of a specified shipment. In the event a shipment will not arrive at the job site within two (2) hours of designated time the County shall have the right to refuse acceptance of the order.
2. Bidder will be required to deliver to all job sites for Cherokee County. Bidder will remain on the job with truck and operator as long as required to completely place load.
3. The County reserves the right to test any materials delivered at the requested site for compliance with specifications. The bidder will remove immediately from the job site or right of way any materials that are deemed unsatisfactory.
4. Safety Data Sheets and Placards must be furnished at the time of delivery as specified by State and Federal Regulations (IF APPLICABLE).
5. Any bidder vehicles traveling on County roads will not exceed its legal gross weight.

DELIVERY TIME

All materials ordered will be delivered to the delivery site designated and within 24 hours from time of order. In the event a contracted vendor is unable to deliver the materials ordered within 24 hours from time of order the County reserves the right to re-order the said material from any other vendor.

INVOICE INFORMATION

Each invoice must include a copy of the source document used to calculate the base price of the fuel purchased, with such base price marked. The successful bidder shall use the same source document throughout the term of the contract (ex: weekly OPIS Price Index; rack pricing from the same company, etc.).

STATE OF TEXAS }
COUNTY OF CHEROKEE }

Exhibit A
AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the following, who, upon oath, says:

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

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant 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 _____, 20____.

Notary Public in and for
_____ County, Texas

Name of Bidder	_____
Signed by	_____
Title	_____
Address	_____
Phone Number	_____
E-Mail Address	_____
	Vendor
	Tax ID _____

NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT 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.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

☐ Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Exhibit C

County of Cherokee, Texas

BIDDER/PROPOSER'S SDNs/BLOCKED PERSONS AFFIRMATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF THE AWARDED BID MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to 44 CFR Part 13.35, the Bidder/Proposer, hereby affirms that Bidder/Proposer:

(Please check all that are applicable)

_____ Is **not** excluded from doing business at the federal level.

_____ Is **not** listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Pursuant to Government Code Chapter 2270, Subtitle F and Government Code Chapter 2252, the Bidder/Proposer hereby affirms that Bidder/Proposer:

_____ Does **not** boycott Israel or invest in companies that boycott Israel

_____ Does **not** conduct business with Iran, Sudan, or a foreign terrorist organization

The County of Cherokee may not make procurement transactions with SDNs/Blocked Persons, companies that boycott Israel and/or companies that conduct business with any known terrorist organization. By signing below the authorized official does hereby depose and verify the truthfulness and accuracy of the contents and the statements on this certification.

Proposer/Respondent
Company Name

Proposer (Signature)

Date: _____

Proposer (Print Name)

Title/Position with Company

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

Exhibit D

**COUNTY OF CHEROKEE, TEXAS
INVITATION TO BID AND BID QUOTATION FORM**

THIS IS A QUOTATION FORM ONLY AND DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY CHEROKEE COUNTY.

**VENDOR'S NAME AND
ADDRESS**

DATE:

BID PROPOSAL FOR:

DELIVERED FUEL - ANNUAL SUPPLY
CONTRACT

DATE OF BID OPENING

September 24, 2026, at 2:00 PM

All transportation costs must be included in bid.

Estimated amounts are not guaranteed for the year. Amounts will vary
by need.

Fuel Type	Applicable Tax per Gallon State-Not Federal	Mark-Up per Gallon	Total
Gasoline, Unleaded, Regular Brand Name: _____	\$ _____	\$ _____	\$ _____
Gasoline, Unleaded, Special Brand Name: _____	\$ _____	\$ _____	\$ _____
Gasoline, Unleaded, Super Brand Name: _____	\$ _____	\$ _____	\$ _____
Diesel, No. 2 Brand Name: _____	\$ _____	\$ _____	\$ _____
Diesel, Ultra Low Red Brand Name: _____	\$ _____	\$ _____	\$ _____
TERMS ____% ____ DAYS, F.O.B. CHEROKEE COUNTY DELIVERY IN 24 HOURS FROM RECEIPT OF ORDER. 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 purchase on individual basis.	Acceptance of the successful bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions stated herein. Acceptance of the successful bid shall only obligate the County to purchase some of the items from that bidder. The County reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions.		
Date:	Per:		
	Title:		

COUNTY OF CHEROKEE, TEXAS
INVITATION TO BID AND BID QUOTATION FORM

FUEL TANK DELIVERY SITES

Precinct #1	Precinct #1 Barn 594 South Main Street Rusk, TX 75785 Phone: 903-683-5060	Precinct #3	Precinct #3 Barn 7500 US Highway 79 West Jacksonville, TX 75766 Phone: 903-586-5811
Precinct #2	Precinct #2 Barn 665 FM 851 South Alto, TX 75925 Phone: 936-858-4785	Precinct #4	Precinct #4 Barn 670 FM 2750 E Troup, TX 75789 Phone: 903-842-3535
Sheriff Office	Cherokee County Sheriff Office 272 Underwood Rusk, TX 75785 Phone: 903-683-2271		Precinct Barn 670 FM 2750 E Troup, TX 75789 Phone: 903-842-3535



