



RFB# 2026-03

**REQUEST FOR ANNUAL BIDS
FOR ROAD MATERIALS**

**(PURCHASES FUNDED BY CHEROKEE COUNTY
LATERAL ROAD TAXES)**

**FOR CHEROKEE COUNTY, TEXAS
THROUGH SEPTEMBER 30, 2027**

BID DUE DATE:

By 1:00 PM CDT - Thursday, September 24, 2026

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

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

RFB SCHEDULE SUMMARY

Thursday, August 27, 2026	Release of RFB
Wednesday, September 2, 2026 Wednesday, September 9, 2026	Legal Advertising of RFP
Friday, September 18, 2026 - 5:00 PM CDT	Deadline for RFB Questions
Thursday, September 24, 2026 - 1:00 PM CDT	RFB Submittal Due Date
Tuesday, October 13, 2026 - 9:00 AM CDT	Anticipated Recommendation to Court / Anticipated Award of RFB / Anticipated Court Approval of Contract

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***NOTE: THESE PAGES MUST BE RETURNED WITH BID**

This Table of Contents is intended as an aid to Bidders and not as a comprehensive listing of the bid package. Respondents are responsible for reading the entire bid package and complying with all specifications.

I. OPENING DATE, TIME, PROCEDURES, CONTACTS

- A. Cherokee County is soliciting Bids for Road Materials with a vendor who is not disbarred from SAMs for projects to be funded with ***Cherokee County Lateral Road Tax*** funds through September 30, 2027. These items are being solicited to assist Cherokee County in completing and implementing programs and/or projects.

**THE ORIGINAL AND ONE (1) COPY OF ALL BIDS
MUST BE RECEIVED IN THE
AUDITOR'S OFFICE
AT 135 SOUTH MAIN STREET, 3RD FLOOR
RUSK, TEXAS 75785**

ON OR BEFORE THURSDAY, SEPTEMBER 24, 2026, BY 1:00 PM CDT.

- B. Consideration of Award – To be considered for award, Bidder must adhere to the requirements as set forth by Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards contained within this solicitation and provide all other required information and documentation as set forth in this solicitation.
- C. All responses, including a “NO BID”, are due in the Auditor’s Office by the due date. Original Bid must be clearly marked “ORIGINAL” and contain all original signatures if you choose to submit with a hard copy.
- D. **Any response received after the date and hour set for Bid opening will be returned unopened.** If responses are sent by mail to the Auditor’s Office, the Bidder remains responsible for actual delivery of the package to the Auditor’s Office before the advertised date and hour for opening of packages. If mail is delayed either in the postal service or in the internal mail system of Cherokee County beyond the date and hour set for the opening, responses thus delayed will not be considered and will be returned unopened.
- E. A Bid may not be withdrawn or canceled by the Bidder without the permission of the County for a period of forty-five (45) days following the date designated for the opening of Bids and Bidder so agrees upon submittal of Bid. Bids may be withdrawn at any time prior to the official opening by notifying Cherokee County Auditor’s Office in writing. Bids will be received and publicly acknowledged at the location, date, and time stated on the cover sheet. Bidders, their representatives, and interested people may be present.
- F. **No oral explanation in regard to the meaning of the Request for Bid (RFB) will be made and no oral instructions will be given before the award of the contract. Request from interested Bidders for additional information or interpretation of the information included in the Bid package should be directed in writing, via email to:**

Steven Daughety

coauditor@cocherokee.org

- G. **The deadline for receipt of written questions shall be Friday, September 18, 2026, by 5:00 PM CDT.**
- H. **It is the sole responsibility of the Bidder to obtain any changes, updates, or addenda to the RFB. Any updates, changes, or addenda may be found at**
<http://www.co.cherokee.tx.us/ips/cms/countyoffices/countyAuditor.html>

II. INSTRUCTIONS AND CONTRACT TERMS

- A. Bid Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of Bid.
- B. **It is the Bidder's sole responsibility to print and review all pages of the RFB document, attachments, questions and their responses, addenda, and special notices. The Bidder Information Form must be signed and returned. Failure to provide signature on this form renders Bid non-responsive.** Failure to complete and submit all required forms, Addenda (including revised forms), and any other specified forms or documents, will be grounds for rejection of entire Bid.
- C. **CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION**" and **EACH PAGE** must be marked "**CONFIDENTIAL INFORMATION.**" Cherokee County will make every effort to protect these papers from public disclosure as outlined in LGC, Section 262.030(c) of the State of Texas County Purchasing Act.
- D. Interpretations or Addenda
No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Cherokee County, no less than six (6) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than six (6) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.
- E. Alternate Bid Items
No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.
- F. Bids
1. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
 2. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
 3. Bid documents, including the bid, shall be sealed in an envelope and clearly labeled with the words "Bid Documents," the project number, name of bidder and the date and time of bid opening.
 4. Cherokee County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
 5. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the **lowest/best** bid and the selected alternate bid items, if any.

G. Bid Modifications Prior to Bid Opening

Any Bidder may modify its bid in writing at any time prior to the scheduled closing time for receipt of bids, provided such modification is received by Cherokee County prior to the bid closing time. The modification should not reveal the bid price but should provide the addition, subtractions, or other modifications so that the final prices or terms will not be known by Cherokee County until the sealed bid is open. Likewise, any Bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to Cherokee County until the sealed bid is open.

H. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

I. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

J. Opening of Bids

Cherokee County shall, at the time and place fixed for the opening of bids, publicly open and read aloud the name of each vendor who submitted a bid, irrespective of any irregularities therein.

K. Withdrawal of Bids

Bidder may withdraw the Bid before the time fixed for the opening of Bids by communicating its purpose in writing to Cherokee County. Upon receipt of such notice, the unopened Bid will be returned to the Bidder. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.

L. Award of Contract/Rejection of Bids

A primary, secondary, and/or tertiary award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. **The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid.** The bidder selected will be notified at the earliest possible date. Cherokee County reserves the right to reject any or all bids where such rejection is in its interest.

M. Execution of Agreement

The failure of the successful bidder to execute the agreement thirty (30) days from the date of the notice of award, or within such extended period as Cherokee County may grant shall constitute a default and Cherokee County may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, Cherokee County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Cherokee County for a refund.

N. Equal Employment Opportunity

Bidder is required to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and must comply with other civil rights requirements.

O. Certification Regarding Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining an Federal contract, grant or any other award covered by 31 USC § 1352.

P. The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Cherokee County is subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to the RFB is "confidential" will not be treated as such if Cherokee County receives a request for a copy of the Bid. Cherokee County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Cherokee County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act.

Q. Bids shall be publicly opened to identify the names of Bidders. All Bids that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the Bids and identified as such.

R. Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Cherokee County reserves the right to waive any irregularities and to make an award in the best interest of the County.

S. Cherokee County reserves the right to accept or reject in part or in whole any Bid submitted, and to waive any technicalities for the best interest of the County. Bid may be rejected, among other reasons, for any of the following specific reasons:

1. Bid received after the time limit for receiving Bids.
2. Bid containing any irregularities.

T. Bidders may be disqualified, and their Bid not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. The Bidder being interested in any litigation against the County.
3. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
4. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
5. Bidder shall not owe delinquent property tax in Cherokee County.

- U. Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Bidder. Cherokee County and its' representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Bidder to determine the full extent of the exposures.
- V. Cherokee County reserves the right to reject the Bid of any Bidder who has previously failed to perform properly or to complete on time contracts of a similar nature; who is not in a position to perform a contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligation to sub Bidders, material men, or employees. Bidders shall NOT contact any member of the evaluation committee prior to being awarded by Commissioners' Court.
- W. No public official shall have an interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. The bidder shall comply with the provisions of VTCA, Local Government Code Chapter 176 specifically section 176.006 setting forth disclosure requirements for Bidders and other persons.
- X. The enclosed RFB and accompanying Specifications are for the bidders' convenience in submitting an offer for the referenced products and/or services for Cherokee County.
- Y. Awards are usually made in a Regular Session of Cherokee County Commissioners' Court. Results will be sent to those who submitted a Bid. IT IS UNDERSTOOD that the Commissioners' Court of Cherokee County, Texas reserves the right to reject any or all Bids as it may deem to be in the best interests of Cherokee County. Receipt of any Bid shall under no circumstances obligate Cherokee County to accept the lowest dollar submission. The award of the contract shall be made to the responsible responder, whose Bid is determined to be the lowest evaluated bid, taking into consideration the relative importance of price and the other evaluation criteria set forth in the RFB. Cherokee County also reserves the right to award all or part of a Bid unless otherwise stated in the specifications.
- Z. Funds for payment have been provided through Cherokee County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit 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 Cherokee County fiscal year shall be subject to budget approval.
- AA. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the Bid guaranteeing authenticity.
- BB. Cherokee County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the Bid shall not include sales taxes. Tax exemption certificates will be executed by Cherokee County Auditor's Office.
- CC. The Bid, accompanying documents, and any negotiated terms, when properly accepted by Cherokee County Commissioners' Court, shall constitute a contract equally binding between the successful responder and Cherokee County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

DD. The responder and/or responder's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Cherokee County.

EE. A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must 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; and,
5. Be otherwise qualified and eligible to receive an award.

The bidder shall submit three (3) references on Bidder References Form. Cherokee County may request other information sufficient to determine Bidder's ability to meet the minimum standards listed above.

FF. Award will be based on, but not limited to, the following factors: unit price, total Bid price, delivery date, results of any testing or demonstrations, special needs of Cherokee County, prior experience with this or similar products or services, Bidder reputation, Bidder's past performance record with Cherokee County or other counties, an evaluation of the Bidder's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Cherokee County will award an agreement or contract to the Bidder whom, in the judgment of Cherokee County Commissioners' Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the County optimum value for the public funds expended. By state law, Cherokee County is bound to purchase from the responsible Bidder who submits the lowest and/or best Bid. The bidder shall provide with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

A successful Bidder shall defend, indemnify, and save harmless Cherokee 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 Bidder, or of any agent, employee, sub Bidder, or supplier in the execution of, or performance under, any contract which may result from Bid award. The Successful Bidder shall pay any judgment with costs which may be obtained against Cherokee County growing out of such injury or damages.

GG. Any contract entered into as a result of this Bid shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a sixty (60) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. Cherokee County reserves the right to award the canceled contract to next best Bidder as it deems to be in the best interest of the County.

HH. 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 on 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
2. Otherwise perform in accordance with the accepted submission
3. Submit Verification of Insurance prior to commencement of work; and
4. Submit a Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another Bidder, purchase elsewhere and charge the full increase in cost to the defaulting Bidder.

Representative submitting offer affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership, or individual has not prepared this Bid in collusion with any other Bidder, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other Bidder or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary, or other agent or officer signing this Bid is not and has not been for the past six months directly, nor indirectly, concerned in any pool or agreement or combination to control the price of supplies, services, or equipment Bid on, or to influence any person to Bid or not to Bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the Bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the Bids are opened.

II. The contract administrator, County Auditor, will serve as sole liaison between Cherokee County Commissioners' Court and affected Cherokee County Departments and the successful Bidder. Unless directly outlined in this specification, the Bidder shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the Bid process. The Contract Administrator, unless otherwise authorized by the Cherokee County Commissioners' Court, has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment, or supplies, which it deems unsatisfactory. Bidder will be given a reasonable opportunity to correct deficiencies before termination. This, however, shall in no way be construed as negating the basis for termination for non-performance.

JJ. Payments are processed upon receipt of an invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful offeror(s) is required to pay sub-Bidders within ten (10) days.

KK. Evaluation criteria shall include:

1. Price
2. Delivery
3. Bidder's past performance record with Cherokee County
4. Results of reference check
5. Cherokee County's evaluation of Bidder's ability to perform
6. Cherokee County's experience with products bid
7. Special needs and requirements of Cherokee County.
8. Terms and discounts

LL. Offeror(s) must be not debarred at the time of submittal and complete the attached 'Non-Debarment Self Certification' Form. Prior to award, the offeror must provide proof of registration, active/good standing and non-debarment status in the System for Award Management. SAM.gov will be checked prior to award of the contract. If an offeror is not registered with SAM.gov, or the offeror is debarred, then the offeror's proposal will not be evaluated.

In all contracts, recipients, vendors, contractors, and other applicable sources must specifically refer to the project or provide detailed information regarding the purchase or work being funded. In addition to other Federal and State provisions required, all contracts must address, if applicable, any contract provisions provided in Exhibit A. This RFB and subsequent contract will be subject to the ARPA Terms and Conditions that the Bidder must comply with and the awarded bidder understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

- Debarment and Suspension (Executive orders 12549 and 12689) – A contract award must not be made to parties listed on the government wide exclusions list in the System for Award Management (SAM).
- For contracts greater than \$10,000, provisions for termination by the jurisdiction, including the manner by which termination shall be affected and the basis for settlement.
- Access to Records (formerly 24 CFR 85.36 (i)(10)).
- Retainage of Records (formerly 24 CFR 85.36(i)(11)).

For contracts greater than \$50,000, provisions must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

III. REQUIRED PROVISIONS

THE FOLLOWING REQUIRED PROVISIONS SUBSTANTIALLY IN THE FORM SET FORTH BELOW SHALL BE SET FORTH AND SHALL BE INCORPORATED INTO ANY CONTRACT OR AGREEMENT EXECUTED BY THE COUNTY AND THE SELECTED BIDDER.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Cherokee County, Texas or the federal district court in Smith County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Cherokee County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Cherokee County cannot enter into an agreement whereby Cherokee County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Cherokee County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity, and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory, or constitutional defenses to which it may be entitled.
6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC") as codified and set forth in the Texas Business and Commerce Code effective as of September 1, 2014; therefore, any provision to the contrary is hereby deleted.
7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers' compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.
9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:
 - a. the date the governmental entity receives the goods under the contract;
 - b. the date the performance of the service under the contract is completed;
 - or
 - c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or Bidder mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Cherokee County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Cherokee County whether or not the same are available to the public. It is further understood that Cherokee County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Cherokee County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Cherokee County by Contractor in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
12. Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.
13. The parties understand and agree that under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Cherokee County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration is hereby deleted.
15. Cherokee County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, including the Texas Tort Claims Act.
16. Execution of the contract by Contractor certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.
17. The Contractor certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. The Contractor states that it is not ineligible to receive State or Federal funds due to child support arrearages.
18. The parties agree and understand that these Required Provisions are to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of these Required Provisions and other terms and provisions tendered to Cherokee County in the Agreement or other documents, these Required Provisions shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.
19. The Bidder must agree that for the provisional and standard contract periods and any extensions thereto, the insurance as shown herein will remain in effect and shall name Cherokee County as a co-insured. The bidder shall provide evidence of ability to meet all requirements described in this section. Any program of self-insurance risk employed by the Bidder shall be subject to prior approval and on-going monitoring by Cherokee County and its legal counsel. All policies must waive subrogation rights.

Current copies of all policies and Certificates of Insurance must be always on file at the County during this contract. The following coverage will be required:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability
3. All non-owned, hired and all vehicles used by Bidder with a combined single limit of \$1,000,000.00 covering personal injury (including bodily injury and property damage).
4. Worker's Compensation as required by statute - V.T.C.A, Labor Code, Chapter 401 et.seq.
5. Other Insurance Provisions:

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to the County.
6. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poor's.
7. Verification of Coverage: Bidder shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

IV. SCOPE OF WORK

SCOPE AND INTENT:

These specifications cover road materials to be used for both Cherokee County Lateral Road Tax and American Rescue Plan funded projects for Cherokee County Precincts, for a 12-month contract period beginning October 1, 2026, to September 30, 2027. Cherokee County may purchase from this contract and/or through any other state or Inter-Local Agreement(s) with Cherokee County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Cherokee County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

PRICE CHANGE:

Pricing must remain firm for six (6) month increments. The contract resulting from this Request for Bid allows for a price increase or decrease every six (6) months, based upon price changes the vendor receives on applicable materials. All vendors desiring consideration of a price increase or decrease must supply documentation in the form of current applicable material invoice copies from the vendor's supplier, showing the average cost for the previous six (6) month period. All factors that affect the price of the products on the RFB should be considered when determining if price adjustments are appropriate.

REQUIREMENTS:

The respective types of road materials being sought under this contact should meet Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 Edition (<https://ftp.txdot.gov/pub/txdot-info/des/spec-book-1114.pdf>).

PRICES SHALL BE QUOTED AS FOLLOWS:

- **FOB Plant:**
Precinct picks up road materials from your designated plant. Quote price per ton.
- **FOB to Precinct and/or job site:**
Vendor delivers to precinct and/or designated project site in Cherokee County. The quoted price is to be determined by rate per mileage and ton from vendor plant to project site or precinct.

Vendor should include Unit of Measure for each item bid. Vendor may include vendor's item number on quote sheet.

Vendor shall include any additional fees as may be applicable for deliveries to multiple delivery sites. Cherokee County reserves the right to decline payment of any fees not submitted.

Cherokee County addresses for precincts are as follows:

Cherokee County Precinct Addresses

Precinct #1 – 594 South Main Street, Rusk, Texas 75785

Precinct #2 – 665 FM 851 South, Alto, Texas 75925

Precinct #3 – 7500 US Highway 79 West, Jacksonville, Texas 75766

Precinct #4 – 670 FM 2750 E, Troup, Texas 75789

Cherokee County does not guarantee the purchase of any set amount of product(s) that are enclosed in this bid specification.

- Vendor shall note if there is a minimum product order.
- Vendor shall submit a recent test report of each type of road material with the bid.

V. SUBMITTAL FORMAT REQUIREMENTS

General

Each proposal must be in the format described in this RFB. Proposals must be typed on standard (8 1/2" x 11") paper. Pages must be numbered and a table of contents must be included in the format required by this RFB.

Each proposal must respond to all portions of the RFB.

The format shall be as follows:

- Cover Sheet with Respondent's name
- Bid sheet completed.
- All required forms outlined in the Table of Contents

**ROAD MATERIALS
RFB 2026-03
BID SHEET**

Vendors shall have the ability to provide road materials as described in this proposal. Having read and understood the instructions/terms of contract and specifications, we hereby submit the following bid in response to your advertisement on road materials. All materials bid will comply with Texas highway specifications.

All items should be on a per ton Unit of Measure

ROCK 1-1/2"	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
ROCK OVERSIZE	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
3" X 5"	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
12" X 18"	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
12" X 24"	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
CRUSHED SCREEN	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____

½" COMMERCIAL BASE	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
2" COMMERCIAL BASE	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
3" COMMERCIAL BASE	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
ASPHALT REGRIND MILLINGS	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
GRADE 3 PRE-COAT	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
GRADE 4 PRE-COAT	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
GRADE 5 PRE-COAT	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
GRADE 3 LIGHT WEIGHT	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
GRADE 4 LIGHT WEIGHT	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____

GRADE 5 LIGHT WEIGHT	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
WASHED PEA GRAVEL	DELIVERED TO BLACKJACK	_____
	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
OIL SAND	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
PUG MIXING OIL/SAND	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
OIL SAND/WITH COUNTY PROVIDED MATERIALS	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
SUPER PATCH (BAG)	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
SUPER PATCH (BULK)	DELIVERED TO BLACKJACK	_____
	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
	DELIVERED TO ALTO	_____
TYPE B & D HMCL	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
	DELIVERED TO RUSK	_____
COLD MIX-RECAP	DELIVERED TO ALTO	_____
	DELIVERED TO JACKSONVILLE	_____
	DELIVERED TO BLACKJACK	_____
	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____

COLD MIX-TYPE D GREEN	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____	
	DELIVERED TO RUSK	_____	
	DELIVERED TO ALTO	_____	
	DELIVERED TO JACKSONVILLE	_____	
	DELIVERED TO BLACKJACK	_____	
	HOT MIX		
	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____	
	DELIVERED TO RUSK	_____	
	DELIVERED TO ALTO	_____	
	DELIVERED TO JACKSONVILLE	_____	
	DELIVERED TO BLACKJACK	_____	
	FLEXBASE CALICHE	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
DELIVERED TO RUSK		_____	
DELIVERED TO ALTO		_____	
DELIVERED TO JACKSONVILLE		_____	
	DELIVERED TO BLACKJACK	_____	
	CRUSHED CONCRETE	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
		DELIVERED TO RUSK	_____
		DELIVERED TO ALTO	_____
DELIVERED TO JACKSONVILLE		_____	
	DELIVERED TO BLACKJACK	_____	
	CRUSHED IRONSTONE	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
		DELIVERED TO RUSK	_____
		DELIVERED TO ALTO	_____
DELIVERED TO JACKSONVILLE		_____	
	DELIVERED TO BLACKJACK	_____	
	LIMESTONE BASE	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
		DELIVERED TO RUSK	_____
		DELIVERED TO ALTO	_____
DELIVERED TO JACKSONVILLE		_____	
	DELIVERED TO BLACKJACK	_____	
	CLAY BASE	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
		DELIVERED TO RUSK	_____
		DELIVERED TO ALTO	_____
DELIVERED TO JACKSONVILLE		_____	
	DELIVERED TO BLACKJACK	_____	
	LRA PREMIX TYPE D	MATERIAL COST ONLY (COUNTY TO PICK UP)	_____
		DELIVERED TO RUSK	_____
		DELIVERED TO ALTO	_____
DELIVERED TO JACKSONVILLE		_____	
	DELIVERED TO BLACKJACK	_____	

Minimum Order (as may be applicable): _____

Other fees (as may be applicable): _____

**ASPHALT, OIL & EMULSIONS
RFB 2026-03
BID SHEET**

Price bid is for materials cost only (no installation).

We hereby submit the following bid in response to your advertisement on road materials. All materials bid will comply with Texas highway specifications:

AC10 – per gallon _____

CRS-2 – per gallon _____

Asphalt Road Oil – per BBL _____

MC30 PRIME – per gallon _____

CSS-1 FOG SEAL (diluted) per gallon _____

CRS2-P – per gallon _____

CWE-2 – per gallon _____

ROC – per gallon _____

Products that DO contain VOC'S _____

Products that DO NOT contain VOC'S _____

Discount _____

Remarks concerning freight and delivery:

Date: _____

Signed: _____

Phone: _____

By: _____

Address: _____

RFB SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of respondent, agrees this Statement of Submission becomes the property of Cherokee County, Texas, after the official opening.

The undersigned respondents has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of respondent, that if this Statement of Submission is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Scope of Work. The period for acceptance of this Statement of Submission will be (90) calendar days.

The undersigned respondents that they are duly authorized to execute a contract with Cherokee County, Texas, and that this Statement of Submission has not been prepared in collusion with any other respondent, nor any employee of Cherokee County, Texas, and that the contents of this Statement of Submission have not been communicated to any other respondent or to any employee of Cherokee County, Texas, prior to the official opening of this Proposal.

Respondent hereby assigns to Cherokee County, Texas, all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned respondents that they have read and do understand the scope of work and any attachments contained in this solicitation. ***Failure to sign and return this form could result in the rejection of the entire submission.***

ACKNOWLEDGMENT OF ADDENDA

It is the bidder's responsibility to make inquiry to the County regarding issuance of any addenda. Bidder hereby acknowledges receipt of the following (please initial as applicable):

Addendum 1: _____

Addendum 2: _____

Addendum 3: _____

Signature: _____ Date: _____

LEGAL NAME AND ADDRESS OF RESPONDENT:

Name: _____ Title: _____

Tel. Number: _____ Email: _____

Address: _____

EIN / Tax ID #: _____

COMPANY IS:

Business included in a Corporate Income Tax Return? ____ YES ____ NO

Corporation organized & existing under the laws of the State of _____

Partnership consisting of _____

Individual trading as _____ Principal

offices are in the city of _____



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 RFB 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 RFB 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 RFB 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 RFB shall be provided to the issuer of this RFB 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, if applicable: _____
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)

Insert Seat Belt Use Policy

Provision

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Citation

Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable.

Insert Executed Text Messaging Policy

Provision

Reducing Text Messaging While Driving - Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Citation

Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable.

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**

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
	☐ Individual/sole proprietor or single-member LLC	Exempt payee code (if any) _____
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ 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.	Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	☐ Other (see instructions) ►	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

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	
or	
Employer identification number	

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 ►

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

August 25, 2026

To: Jacksonville Daily Progress

From: Steven Daughety, County Auditor

Subject: Advertisement RFB# 2026-03- Purchase of Road Materials (County Lateral Road Tax and ARPA Funded) - Cherokee County, Texas

Please run the following ad on Wednesday, September 2, 2026, and Wednesday, September 9, 2026, 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 1:00 pm, Thursday, September 24, 2026, for RFB #2026-03 - Purchase of Road Materials (Cherokee County Lateral Road Tax Funded) for Cherokee County, Texas. Late submissions will not be accepted. RFB packet will be available on August 27, 2026, 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.

SAMPLE CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by and between _____ (a corporation organized and existing under the laws of the State of _____) (a partnership consisting of _____) (an individual trading as _____) [Note 1] hereinafter called the "Contractor", and Cherokee County hereinafter called the "County."

WITNESSETH, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, _____ [Note 2] for the _____ American Rescue Plan Act project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by _____ acting and in these contract documents preparation, referred to as the "Engineer".

Special Notes:

Note 1. Strike out the terms not applicable.

Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in _____ hereof.

Alternate Pricing Techniques: In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

"ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of _____ Dollars (\$_____)."-----

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- | | |
|------------------------------|--|
| a. This Agreement (pgs. 1-3) | f. General Conditions, Part I |
| b. Addenda | g. Special Conditions |
| c. Invitation for Bids | h. Technical Specifications |
| d. Instructions to Bidders | i. Drawings (<i>as listed in the Schedule of Drawings</i>) |
| e. Signed Copy of Bid | j. [Add any applicable documents] |

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, shall commence on or before _____, _____, and Contractor shall complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate (Note 3) original copies on the day and year first above written. (Note 3)

(The Contractor)

By _____ [Note 4]

Title _____

(County)

By _____

Title _____

Special Notes:

Note 3. The number of copies to be executed by the parties should be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others.

Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, and corporation).

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)

**GENERAL CONDITIONS - PART I
FOR MATERIALS ONLY**

Materials/Equipment

General Contract Conditions

1. Materials and Workmanship

- a) Unless otherwise specifically provided for in the Technical Specifications, all materials and articles utilized in the work shall be new and the best grade available. Where equipment, materials, or articles are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b) The successful bidder shall furnish to Cherokee County for approval the manufacturer's detailed specifications for all mechanical, other special equipment and all materials or articles, together with full information as to type, performance characteristics, and all other pertinent information as required.
- c) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the Technical specifications shall have full force and effect as though printed therein.

2. Samples and Tests

- a) Approval of any materials shall be general only and shall not constitute a waiver of Cherokee County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.
- b) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
 - Cherokee County will pay all other expenses.

3. Compliance with Clean Air and Federal Water Pollution Control Acts [for contracts > \$150K]

- a) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. Violations must be reported to the awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b) Materials shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

4. Equal Opportunity Clause

- a) The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with grant funds the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- b) The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
5. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7. Access to Records. The U.S. Department of Treasury, Inspectors General, the Comptroller General of the United States, and the Texas Division of Emergency Management and Cherokee County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the ARPA award, in order to make audits, examinations, excerpts, and transcripts and to closeout the County's ARPA contract with the Department of Treasury.

8. Retainage of Records. Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

9. Termination for Cause [for Contracts > \$10K]. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

10. Termination for Convenience of the County [for Contracts > \$10K]. County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

11. Liquidated Damages. Since the actual damages for any delay under this contract are impossible to determine, the Contractor shall be liable for and shall pay to Cherokee County the sum of One Hundred Dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for delivery.

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The County may require the Contractor to dismiss from the work such employee or employees as the County or the Engineer may deem unqualified.

12. Conflicts of Interest.

- (a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of award between the Department of Treasury and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the ARPA award between the Department of Treasury and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.

- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the ARPA award between the Department of Treasury and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the ARPA award between the Department of Treasury and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
14. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
15. Contract Period. The work to be performed under this contract shall commence within the time stipulated by the County in the Notice to Proceed, and shall be fully completed within 180 calendar days thereafter.
16. Title VI of the Civil Rights Act of 1964. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
17. Americans with Disabilities Act. Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 et seq. and any properly promulgated rules and regulations related thereto.

**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 _____.



