



RFP #2023-03

The enclosed REQUEST FOR PROPOSALS (RFP) and accompanying documents are for your convenience in submitting an offer for the enclosed reference services for:

PURCHASE OF TWO (2) DAY CAB TANDEM AXLE TRUCKS FOR PRECINCTS #3 AND #4 CHEROKEE COUNTY, TEXAS

CLOSING DAY AND TIME: Sealed response will be received no later than:

2:00 P.M. CDT Thursday, April 6, 2023

MARK ENVELOPE:

RFP# 2023-03 Day Cab Tandem Axle Trucks

RETURN RESPONSE TO:

*Cherokee County Auditor's Office
Attn: Steven Daughety, County Auditor
135 South Main Street, 3rd Floor
Rusk, Texas 75785*

QUESTIONS: regarding this solicitation should be directed to Steven Daughety at (903) 683-2717 or coauditor@cocherokee.org on or before time and date. Information in response to any inquiry may be published as an addendum. Addendums can be found on the Cherokee County website <http://www.co.cherokee.tx.us/ips/cms/countyoffices/countyAuditor.html> on the Auditor's Office page.

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**CHEROKEE COUNTY, TEXAS
REQUEST FOR PROPOSALS
NOTICE OF INTENT**

Issue Date: March 14, 2023 - 9:00 am CDT

Title: RFP# 2023-03 Purchase of Two (2) Day Cab Tandem Axle Trucks
Precincts 3 and 4 – Cherokee County, Texas

Issuing and Using Agency: Cherokee County
Attn: Auditor’s Office
Steven Daughety, County Auditor
135 South Main Street, 3rd Floor
Rusk, Texas 75785

Cherokee County desires to engage a qualified and experienced Respondent to provide two (2) day cab tandem axle trucks for Precincts 3 and 4, Cherokee County, Texas. This document is issued in compliance with the County Purchasing Act, Chapter 262 of the Texas Local Government Code.

Solicitation documents are now posted on the Cherokee County Website <http://www.co.cherokee.tx.us/ips/cms/countyoffices/countyAuditor.html> on the Auditor’s Office webpage. Only paper responses are allowed for this RFP; facsimiles will not be accepted. Paper documents may also be obtained from the office of the Auditor.

All documents relating to this Request for Proposal including but not limited to, the RFP document, questions and responses, addenda and special notices will be posted on the Cherokee County Auditor’s Office website under the *addendums tab* and available for download by bidders and other interested parties. **It is the bidders’/respondents’ sole responsibility to review this site and retrieve all related documents prior to the RFP due date.**

PROPOSAL INSTRUCTIONS

Proposal Requirements: Respondents shall send two (2) sets of SEALED proposals: one with original signatures and one copy. All shall be sealed and marked RFP# 2023-03 Purchase of Two (2) Day Cab Tandem Axle Trucks, Cherokee County, TX and mailed/hand delivered to the address below by the closing date specified. A facsimile transmission is not an acceptable response to this RFP Process and will not be considered.

Cherokee County Auditor
Attn: Auditor's Office
Steven Daughety, County Auditor
135 South Main Street, 3rd Floor
Rusk, Texas 75785

Sealed Proposals Required: All proposals must be sealed when returned to Cherokee County. All proposals must be received in the office of the County Auditor no later than 2:00 P.M. CDT, Thursday, April 6, 2023 (see purchasing office address on page 3)

Addenda: No oral representations as to the meaning of the RFP will be made to any Respondent. Any explanation desired by a Respondent must be submitted in writing (see questions deadline). Any changes, interpretations, or corrections to this document will be made by addenda. Addendums can be found on the Cherokee County website at <http://www.co.cherokee.tx.us/ips/cms/countyoffices/countyAuditor.html> on the Auditor's Office page under the tab labeled "Bids/Addendums".

Public Bid Opening: RESPONSES WILL BE received and publicly acknowledged at the Cherokee County Auditor's Office at 135 South Main, 3rd Floor Courthouse, Rusk, Texas 75785 at 2:00 PM CDT, Thursday, April 6, 2023. Respondents, their representatives and interested people may be present; only the names of the vendors who submitted a response will be read aloud – all information will remain confidential until a contract is awarded; if any.

Late Bids/Proposals: Any responses received after the date and/or hour set for in this RFP document will not be accepted. The late Respondent will be notified and will advise Cherokee County Auditor's Office as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization.

Mail & Delivery of Bids/Proposals: If responses are sent by mail to the Auditor's Office, the Respondent shall be responsible for actual delivery of the RFP to the Purchasing Department before the advertised due date and time. 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 RFP opening, responses thus delayed will not be considered and will be disposed of as authorized.

Questions/Contact Info: Respondents are encouraged to review this entire Request for Proposal Document (RFP). All questions regarding this RFP must be in writing and sent by email to County Auditor Steven Daughety at coauditor@cocherokee.org or by fax to 903-683-2393. Contact with other personnel of the county other than the County Auditor regarding the Request for Proposal may be grounds for elimination from the selection process.

DEADLINE TO SUBMIT QUESTIONS IS: 5:00 PM CDT, Friday, March 31, 2023.

Decline to submit response: If no response is to be submitted, do not return the solicitation. A letter should be sent to the Cherokee County Auditor whether future solicitations for the type of supplies/services are desired. Failure of the recipient to notify Cherokee County that future solicitations are desired may result in removal of the recipient from the mailing list for the type of supplies or services.

TERMS & CONDITIONS

Late Proposals:

Cherokee County reserves the right to not accept late proposals. Each Respondent is responsible for insuring that responses to this RFP have been delivered by the date, time and to the location as specified in this Request for Proposal Document. The receipt of the responses submitted will be acknowledged as received only, and does not constitute any acceptance by Cherokee County as an offer. Documentation will become a part of the Commissioners' Court minutes only after selection is made, if any.

Contracting Authority:

Only the Commissioners' Court of Cherokee County, Texas acting as a body may enter into any type of agreement or contract on behalf of Cherokee County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Cherokee County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.

Disadvantages Business Enterprise (DBE)

Cherokee County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Cherokee County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Cherokee County.

BAFO:

Cherokee County reserves the right to request Best and Final Offers from Respondents including any necessary re-scoring as a result of the Best and Final Offers received.

Cost of Preparation:

The costs of preparation of a response to this request are solely those of the Respondent including, but not limited to, any expenses incurred for interviews, presentations, or negotiations. Cherokee County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Cherokee County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

Confidentiality during Evaluation Process:

All documents submitted as part of the Respondent's offering will be deemed confidential during the evaluation process.

Rejection of Responses:

Cherokee County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 15 business days after approval of the selection by the Cherokee County Commissioners' Court.

Ethics/Gratuities:

Cherokee County may, by written notice to the Awarded Respondent, cancel any contract without liability to Awarded Respondent if it is determined by Cherokee County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative

of the Respondent, to any officer or employee of Cherokee County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Cherokee County pursuant to this provision, Cherokee County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Awarded Respondent in providing such gratuities.

Compliance with RFP terms:

Respondents are cautioned that exceptions to these terms, conditions, and attachments may result in rejection. Any awarded respondent will be expected to execute a contract separate from this document but includes this document as part of the contract.

Confidentiality:

Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered to be confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked “CONFIDENTIAL INFORMATION” and EACH PAGE must be marked “CONFIDENTIAL INFORMATION”. Please be advised that Cherokee County cannot and will not make any agreement to withhold information from the public that is contrary to the County’s responsibility under the Act.

Non-responsive / Proposal Rejections:

Proposals may be deemed non-responsive, among other reasons, for any of the following reasons:

1. Proposals containing inconsistencies
2. Unbalanced value of terms
3. Respondents may be disqualified and not considered, among other reasons, for any of the following specific reasons:
 - Reason for believing collusion exists among the Respondents.
 - Reasonable grounds for believing that any Respondent is interested in more than one submission for the work contemplated.
 - The Respondent being interested in any litigation against the county.
 - The Respondent in arrears on any existing contract or having defaulted on a previous contract.
 - Lack of competency as revealed by a financial statement, experience.
 - Respondents shall not owe delinquent property tax in Cherokee County.
 - Respondent past performance record with Cherokee County.

Multiple Vendor Award:

Cherokee County reserves the right to award multiple Respondents.

Insurance Requirements:

Respondent shall furnish to the County Auditor evidence of insurance with the coverage conditions and policy limits set forth in Exhibit “A,” which is attached hereto and incorporated herein by this reference. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The County of Cherokee shall be listed as an “Additional Insured”. Issuance of a work order is contingent upon the proper insurance documents. All insurance shall be maintained until the work has been completed and accepted by the County. The Successful Respondent shall, at its sole expense, always maintain in full force and effect during the life of the agreement, insurance coverage and limits (including endorsements), as described herein. Each policy shall provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as Counties review or acceptance of insurance maintained by any RFP responder are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by any RFP responder under the Agreement.

CRIMINAL BACKGROUND CHECKS

Criminal background checks will be performed on any Awarded Respondents, and employees that will require them to enter/work in any sensitive security areas at any of Cherokee County's Facilities. These include, but are not limited to, Cherokee County Airport, Cherokee County Courthouse, Cherokee County Sheriff's Department and/or Cherokee County Jails and Cherokee County Juvenile.

The following will apply to awarded vendor personnel.

- The successful respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Cherokee County property.
- Respondent's personnel who perform work on Cherokee County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all Respondents personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your Respondent may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- The award of a contract could be affected by your Respondents' refusal to agree to these terms. The award could also be affected if your Respondent is unable to supply personnel who can pass a Criminal Background Check. The Criminal Background Check applies to the individual and not the company.

PROPOSED SCHEDULE

This is just a proposed schedule, Cherokee County reserves the right to change or extend the dates listed below at any time.

RFP issue date	Tuesday, March 14, 2023
RFP advertisement dates	Saturday, March 18, 2023
	Tuesday, March 21, 2023
Deadline to submit questions	Friday, March 31, 2023, by 5:00 PM CDT
RFP proposal deadline	Thursday, April 6, 2023, by 2:00 PM CDT
Bid tabulations/evaluations	April 7-10, 2023
*Interviews (if requested)	N/A
Committee Recommend to CC	Tuesday, April 11, 2023
Anticipated Award Date	Tuesday, April 11, 2023

***Cherokee County reserves the right to request further information and interviews from just one, some, or all Respondents.**

SCOPE OF WORK

Cherokee County is requesting sealed proposals from qualified Respondents for the purchase of two (2) day cab tandem axle trucks for Precincts 3 & 4 of Cherokee County, Texas. Cherokee County reserves the right to accept or reject any/all of the proposals received, purchase from any State contract and/or inter-local agreement and or award contracts in lump sum or in parts. All awards must be approved by the Cherokee County Commissioners' Court.

Specification Standards of Vehicle or Equal: Two (2) Day Cab Tandem Axles Trucks:

1. Trucks shall at least be a *new/used* model tandem axle truck.
2. Engine: 450 to 500 horsepower, Diesel
3. Transmission: Automatic or manual transmission
4. Axle: 6x4
5. Miscellaneous: Power-steering/brakes
Air conditioning
AM/FM radio
Wet kit
6. GVWR: No less than 52,000 pounds
7. Color: Not applicable
8. Warranty: Standard warranty
9. Delivery: Not applicable (Precincts will pick up)

SIGNIFICANT CHANGE OF OWNERSHIP

If Respondent is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, Respondent represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing its agreement with the County and/or as disclosed to County prior to executing the agreement. If there shall occur any changes of ownership of and/or control of respondent, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the County, then County shall have the option to terminate the agreement upon thirty (30) days' notice to Respondent.

DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND PROPOSER HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY PROPOSER, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THE AGREEMENT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE PROPOSER OR PROPOSER'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY COUNTY'S SOLE GROSS NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO PROPOSER'S USE OF THE PROPOSER PURSUANT TO THE AGREEMENT.

PROPOSAL SUBMISSION REQUIREMENTS

Proposal Format:

All proposals must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the proposal format must address all the required components in order.

The aim of the required format is to simplify the proposal preparation and evaluation process and ensure that all proposals receive the same orderly review.

Section	Topic
1	RFP Instruction Compliance
2	Respondent Profile, Experience, and Location
3	Specifications and Warranty
4	Order Lead Time
5	Proposed Cost

Proposal Components:

1. **RFP Instruction Compliance:** Provide a one- or two-page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal.

The Cover Letter should include the following:

- A brief statement of the Respondent's understanding of the project.
- The name, title, phone number, fax number, email address, and street address of the person in the Respondent's organization who will respond to questions about the proposal.

All forms must be completed including:

- Proposal Fee Form
- Vendor References
- Compliance with Federal and State Laws
- RFP Signature Form
- HB1295 Form
- For RFP required forms see pages 14-19.

2. **Respondent Profile, Experience, and Location:** Provide the following information about your Respondent:

- The Respondent's name, email address, business address, phone number and fax number of company.
- Number of years in business
- The location of the offices that would provide the maintenance and warranty services.

3. **Specifications and Warranty Information:** The minimum specifications set out in the RFP packet must be met. Include all warranty information on the vehicle.

4. **Order Lead Time:** Provide a "not to exceed" date for the delivery of the vehicle.

5. **Proposed Cost:** Include all fees that may be associated with the purchase of the trucks for Cherokee County Precincts 3 and 4.

EVAULATION CRITERIA AND PROCESS

After public opening of submissions, an evaluation committee will score and rank the returns based on the criteria listed below. After a concise list has been made, the committee may request information, clarifications, presentations, or interview some or all of the top ranked Respondents. The evaluation committee will determine the best value offer based on the submitted proposals and will begin contract negotiations after court approval. Cherokee County reserves the right at its sole discretion to determine if pursuing any contract negotiations is in the best interest of the County as a result of this RFP.

Presentations

During the evaluation process, Cherokee County may at its discretion request Respondents to make oral presentations. All costs incurred by the Respondent for the presentations will be the sole responsibility of the Respondent. After any such presentation, proposals may be evaluated again. Cherokee County reserves the right at its sole discretion to determine if presentations are in the best interest of the county and is under no obligation to request presentations from all Respondents.

Request for Information

Cherokee County also reserves the right to request additional information or clarifications from Respondent or to allow corrections of errors or omissions as deemed in the best interest of the County. After any retrieval of information or clarifications presentations proposals may be evaluated again. Cherokee County reserves the right at its sole discretion to request information, clarifications, presentations and or interviews from respondents. Cherokee County is under no obligation and reserves the right to request information/clarifications/presentations and interview from one, some, or all Respondents.

Respondents shall have NO contact regarding this RFP with any known member of the Evaluation Committee, member(s) of the Cherokee County Commissioners' Court of their staff, or any other Cherokee County elected officials or their staff, prior to award. Any contact regarding this RFP may result in the Respondents' disqualification and removal from consideration by the Cherokee County Commissioners' Court. Contact may only be initiated by the Cherokee County Auditor for purposes of evaluation and clarification.

Approach

The Cherokee County Auditor will guide the evaluation of the responses received. An Evaluation Committee will be established to evaluate and score the submitted Proposals. The Evaluation Committee may consist of representatives from various County Departments. The County reserves the right at its sole determination to include additional Department(s), Employee(s), or Contractors(s) in the evaluation of proposals as the County deems necessary.

Vendor Demonstration and Presentations

Respondents with the highest initial scores may be invited to make a Presentation(s) to the Evaluation Committee. Invited respondents will receive additional direction with the invitations.

If selected, Respondents must be able to demo their solution, products and/or services. Respondents must be prepared to give virtual presentations/demos as an alternative to in-person presentations/demos, if requested by Cherokee County.

Evaluation Scores of the Demonstration and Presentations will be based on the same criteria used for the initial ranking. The Demonstration/Presentation score for these Respondents will override the initial score.

Cherokee County reserves the right at its sole discretion to determine if product Demonstration and/or oral Presentation(s) are in the best interest of Cherokee County. Cherokee County is under no obligation to request product demonstrations or presentations.

Contract Negotiations

The Cherokee County Auditor may conduct contract negotiations along with representatives from Cherokee County Departments.

The County reserves the right at its sole discretion to determine if pursuing contract negotiations is in the best interest of the County. The County is under no obligation to pursue a Contract.

Best and Final Offer

The Respondents with the highest scores may be invited to prepare a Best and Final Offer for consideration by the Evaluation Committee.

Cherokee County reserves the right at its sole discretion to determine if pursuing BAFO(s) is in the best interest of the County. The County is under no obligation to pursue BAFO(s).

In the event the County elects not to pursue BAFO(s), Contract Negotiation will be conducted based on the final rankings previously described. Cherokee County reserves the right to request Best and Final Offers from Respondents including any necessary re-scoring as a result of the Best and Final Offers received.

Cherokee County reserves the right at its sole discretion to determine the process for this proposal evaluation and may elect to accelerate the evaluation process by combining or eliminating any or all evaluation phases. Cherokee County reserves the right without prejudice to reject any or all proposals to this RFP.

Evaluation Criteria

<u>RFP Instructions Compliance</u>	10 points
<ul style="list-style-type: none"> • Instructions followed • Cover letter • Forms completed, including: Proposal fee form, Vendor References, Compliance with Federal and State Laws, RFP Signature Form, Conflict of Interest, HB1295 	
<u>Respondent Profile, Experience, Location</u>	15 points
<ul style="list-style-type: none"> • The Respondent's name, email address, business address, phone number and fax number • Number of years in business • The location of the offices that would provide the maintenance/warranty services 	
RFP Specifications and Warranty	20 points
Order Lead Time	25 points
Proposed Cost	30 points

Required Forms

PROPOSAL FEE FORM

Truck #1 - New or Used Day Cab Tandem Axle Truck or Equal: \$ _____
Delivery fee: \$ _____
TTL: \$ _____
Total: \$ _____
Lead Time: _____

Truck #2 - New or Used Day Cab Tandem Axle Truck or Equal: \$ _____
Delivery fee: \$ _____
TTL: \$ _____
Total: \$ _____
Lead Time: _____

Any other applicable fees (please explain):
\$ _____

Comments:

Warranty Information:

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:

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

REFERENCE TWO:

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

REFERENCE THREE:

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

COMPLIANCE WITH FEDERAL AND STATE LAWS

Certification of Eligibility

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

Verification No Boycott Israel

As required by Chapter 2270, Government Code, the selected firm must verify that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Foreign Terrorist Organizations

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

Disclosure of Interested Parties

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

Signature: _____

Date: _____

RFP 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 after the official opening.

The undersigned Respondent 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 ninety (90) calendar days.

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

Respondent hereby assigns to Cherokee County 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 Respondent verifies 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.***

Signature: _____ **Date:** _____

LEGAL NAME AND ADDRESS OF RESPONDENT:

Name _____ Title _____

Telephone Number _____ Email: _____

Address: _____

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 _____

To: Vendors of Cherokee County, Texas
From: Steven Daughety, County Auditor
Re: ***Conflict of Interest Form (CIQ)***

Vendor:

Below, please find the link below to a Conflict of Interest Questionnaire. Please 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.



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

March 14, 2023

To: Jacksonville Daily Progress

From: Steven Daughety, County Auditor

Subject: Advertisement RFP# 2023-03 - Purchase of Two (2) Day Cab Tandem Axle Trucks for Precincts 3 & 4 - Cherokee County, Texas

Please run the following ad on Saturday, March 18, 2023, and Tuesday, March 21, 2023, in the Jacksonville Daily Progress.

PUBLIC NOTICE

Sealed proposals will be received by County Auditor Steven Daughety at the Cherokee County Auditor's Office, at 135 South Main Street, 3rd Floor, Rusk, Texas 75785, on or before 2:00pm, Thursday, April 6, 2023, for RFP# 2023-03 - Purchase of Two (2) Day Cab Tandem Axle Trucks for Precincts 3 and 4 of Cherokee County, Texas. Late submissions will not be accepted. RFP packet will be available on March 14, 2023, 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.