



## **REQUEST FOR BIDS**

*The enclosed REQUEST FOR BIDS and accompanying SPECIFICATION AND BID SHEET(S) are for your convenience in submitting an offer for the enclosed referenced products and/or services for Grayson County*

**BID # 2026-03**

**ASHPALT ROAD MATERIAL**

**CLOSING DATE AT TIME:** Sealed responses will be received no later than  
10:00 A.M. CST, Wednesday, February 25, 2026

*Grayson County Purchasing Office  
100 W. Houston, 3<sup>rd</sup> Floor  
Sherman, Texas 75090*



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GRAYSON COUNTY, TEXAS  
INVITATION FOR BID NO. 2026-03

By order of the Commissioners Court of Grayson County, Texas sealed bids will be received for **ASPHALT ROAD MATERIALS**.

TO PROVIDE for an annual contract commencing on April 1, 2026, and continuing for a twelve (12) month period. Commissioners Court reserves the right to extend this contract for two (2) additional one-year periods as it deems to be in the best interest of the County and mutually agreed upon.

IT IS UNDERSTOOD THAT THE Commissioners Court of Grayson County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services covered in this bid request and to waive informalities or defect in bids or to accept such bids as it shall deem to be in the best interest of Grayson County.

BIDS MUST BE submitted on the forms provided in this packet. ALL PAGES OF THE BID PACKET, including any addendum, must be submitted to be considered a responsible submission.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

Grayson County Purchasing  
100 W. Houston St. Third Floor  
Sherman, TX 75090

## TERMS AND CONDITIONS

**FUNDING:** Funds for payment have been provided through the Grayson 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 Grayson County fiscal year shall be subject to budget approval. Fiscal year end for Grayson County, Texas is September 30.

**COOPERATIVE PURCHASING:** Other governmental entities may wish to also participate in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from Grayson County and successful bidder. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring materials. Grayson County shall not be held responsible for any order placed, deliveries made or payments required for materials ordered by these entities. Bidder is requested to state whether they will be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same term and conditions in the space provided.

**LATE BIDS:** Bids received in the County Purchasing Department, or email address, after submission deadline shall be returned unopened and will not be considered. **Grayson County is not responsible for lateness of mail or carrier, electronic systems failure, etc.** The Purchasing Department shall document the official time of receipt for submissions.

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

**REQUEST FOR NON-CONSIDERATION:** Submissions may be withdrawn prior to the time set for opening bids. Requests for non-consideration shall be made in writing to the Purchasing Agent and received prior to the time set for opening bids. After other bids are opened and publicly read, the bid for which non-consideration is properly requested may be returned unopened. The bid may not be withdrawn after the bids have been opened. Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

**EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by Grayson County is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.

**BID AWARD:** The Commissioners Court may award contracts for the purchase of road asphalt material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material, as permitted by Texas Local Government Code §262.027(b).

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

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

IF DURING the life of the contract, the successful bidder's net prices to other customers for products awarded herein are reduced below the contracted price, it is understood and agreed that benefits of such reduction shall be extended to Grayson County. Notification shall be sent to Jodi Platt, Purchasing Agent at [plattj@co.grayson.tx.us](mailto:plattj@co.grayson.tx.us) or by U.S. Postal Service to Grayson County Purchasing, Attention: Jodi Platt, 100 W. Houston, Third Floor, Sherman, TX 75090.

**ESCALATION / DE-ESCALATION CLAUSE:** Grayson County will not allow escalation and de-escalation clauses within the initial 120 days of this contract. Thirty (30) days prior to the time of each effective price change. Vendor must notify Grayson County by furnishing a price list from the manufacturer stating all increases and decreases and the percentage above the cost that will be charged to Grayson County by the Vendor on each product. Failure to provide all information previously listed can be construed as grounds for termination. Grayson County will look to the next low bidder should their price be lower than the awarded vendors increase.

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

**DELIVERY TIME:** Bids shall show number of days required to place product at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent. The County has the right to extend delivery time if reason appears to be valid. Successful bidder must keep the Purchasing Department advised at all times of the status of the order. In the event the delivery schedule cannot be met due to allocation of product, Grayson County reserves the right to contact non-contracted vendors for available product at no penalty to Grayson County.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

**ETHICS:** The bidder shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Grayson County.

**DISADVANTAGES BUSINESS ENTERPRISE (DBE):** Grayson 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 Grayson County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Grayson County.

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

**DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on materials of like quality will be considered.

**ADDENDA:** Any interpretations, corrections or changes to this Invitation to Bid and Specifications will be made by addenda. Sole issuing authority shall be vested in the Grayson County Purchasing Agent. Addenda will be posted to the Grayson County Purchasing website. Bidders shall acknowledge receipt of all addenda.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning this type of product.

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

**ALL PRODUCT** must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** 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, integrity and ethics;
- 4.) Be otherwise qualified and eligible to receive an award;
- 5.) All fees and taxes paid current to the Grayson County Tax Assessor Collector's Office.

Grayson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**OWNERSHIP OF PROPOSALS:** All responses to this request for bid become the property of the County.

**INDEMNIFICATION:** Successful bidder shall defend, indemnify and save harmless Grayson 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, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgement with cost which may be obtained against Grayson County growing out of such injury or damages.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, deliver/completion and acceptance of products and/or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Grayson County reserves the right to award cancelled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

**TERMINATION FOR DEFAULT:** Grayson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Grayson County reserves the right to terminate the contract immediately in the even the successful bidder fails to: 1.) meet delivery or completions schedules, or 2.) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

**RIGHT TO PURCHASE ELSEWHERE:** Grayson County will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources; however, Grayson County reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract term(s) are not met, or if the successful bidder cannot deliver the ordered goods to meet County work schedules.

**TESTING:** Testing may be performed at the request of Grayson County, by an agent so designated, without expense to Grayson County.

**TRUCK WEIGHT:** Grayson County reserves the right to verify the gross and tare weights by use of local certified public scales.

**PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Grayson County from claims involving infringements of patents and/or copyrights.

**CONTRACT ADMINISTRATOR:** Under this contract, Grayson County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve a liaison between Grayson County Purchasing Department (which has over all contract administration responsibilities) and the successful bidder.

**CONTRACT NUMBER:** A contract shall be generated by Grayson County to the successful bidder. This contract number must appear on all itemized invoices, packing slips, and delivery tickets. Grayson County will not be held responsible for any orders placed/delivered without a valid/current contract number.

**PAYMENT TERMS & CONDITIONS:** All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the County, the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of Grayson County to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials, equipment, and delivery provided

**PACKING SLIPS** or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Grayson County contract number, and (d) descriptive information as to the fuel delivered, including product code, item number, quantity, number of containers, etc.

**INVOICES** shall show all information as stated above and shall be mailed directly to the Grayson County Auditor's Office, P.O. Box 876, Sherman, TX 75091.

**IN ACCORDANCE** with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance, by the County, of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

**PRODUCT(S)** supplied under this contract shall be subject to the County's approval. Product found defective or not meeting specifications shall be returned and replaced by the successful bidder at no expense to the County.

**SAMPLES:** When requested, samples shall be furnished free of expense to Grayson County.

**WARRANTY:** Successful bidder shall warrant that all fuel shall conform to the proposed specification and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

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

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

**INSURANCE:** Before commencing work, the successful bidder shall be required, at his own expense, to furnish the Grayson County Purchasing Agent, within ten (10) days of notification of award, certified copies of all insurance policies or certificates of insurance for General Liability, Workers Compensation, and Vehicle insurance coverage to be in force throughout the term of the contract.

**MINIMUM INSURANCE REQUIREMENTS:**

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Grayson County.
  - 1. Workers' Compensation/Employer's Liability
    - a. Workers' Compensation – statutory
    - b. Employer's Liability - \$500,000
  - 2. Commercial General Liability:
    - a. Bodily Injury/Personal Injury/Property Damage – \$1,000,000 per occurrence/\$2,000,000 aggregate
  - 3. Auto Liability:
    - a. Combined Single Limit - \$500,000 per occurrence
- B. Grayson County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Grayson County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
  - 1. Proof of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Grayson County Purchasing Agent at 100 W. Houston Street, Sherman, TX 75090 prior to work commencing.
  - 2. All Certificates shall provide Grayson County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
  - 3. As to all applicable coverage, policies shall name Grayson County and its officers, employees, and elected representatives as an additional insured.
  - 4. All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
  - 5. Vendor agrees to waive subrogation against Grayson County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.

If applicable, the Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Grayson County with the proper documents verifying the coverage.

**EQUAL EMPLOYMENT OPPORTUNITY:** The independent contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religious or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The independent contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for

employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the independent contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religious or political belief.

**EQUAL ACCESS:** The independent contractor shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

**EXTENT OF CONTRACT:** This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral. A secondary contract may be awarded at the discretion of the Commissioners Court.

**AWARD:** The bid award may be based on, but not necessarily limited to, the following factors:

1. Unit price
2. Total extended price for estimated quantities
3. Conformance of materials to specifications, including results of testing samples
4. Delivery terms, including lead time and ability to meet County scheduling needs
5. Grayson County's experience with the products offered
6. Grayson County's evaluation of the vendor's ability to fulfill the contract
7. Vendor's past performance record with Grayson County
8. Reputation of the vendor and the vendor's goods or services

SPECIFICATION AND BID SHEETS  
ASPHALT ROAD MATERIAL

**SCOPE:** It is the intent of the following specifications to describe road materials required to repair and/or rebuild roadways within Grayson County.

**APPROXIMATE USAGE:** Estimated annual quantities are given for each product requirement. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Materials will be ordered on an as-needed basis.

**TYPES AND GRADE NOT HEREIN LISTED:** Due to the many unforeseen needs, the County may require over the contract period that the vendor provide to the County a percent discount allowed off of latest published suggested list price for types/grades not listed. Vendor shall request a purchase order for any product that may qualify under this provision.

**DELIVERY LOCATION:** Materials shall be available for pick up at quarry sites as needed. Please note, Grayson County may use 3<sup>rd</sup> party vendors to pick-up and haul road materials for County needs. If requested, materials shall be delivered to road and bridge precincts and jobsite locations within Grayson County.

**DELIVERY TIME:** Delivery time is an important consideration in the evaluation of the lowest and best bid. Vendor shall state number of days required to place materials at County's designated location in the space provided.

**SPECIFICATIONS:** Specifications shall be in accordance with the Texas State Department of Highways and Public Transportation, latest edition of the Standard Specifications for Construction of Highways, Streets and Bridges. The County reserves the right to refuse delivery of product presented below the minimum specifications at no cost to the County.

**DELIVERY DOCUMENTS:** Each load delivered shall have a "producer issued" Bill of Lading showing the gross, tare and net weights, and net gallons loaded. Invoices shall be supported with copies of the above Bill of Lading and signed delivery tickets, and shall be paid at the contracted price.

**WEIGHT, MEASURE:** Weight of solid materials are to be measured by the "dry weight ton". Weight of liquid materials are to be measured by the "gallon".

**Please note: Delivery location for product may also be delivered to job site at the request of precinct location. Location shall be provided upon ordering.**

**PRECINCT LOCATION & PRODUCT LIST:**

**Road and Bridge Precinct 1**

1312 Vietnam Veterans Parkway (East FM 1417)  
 Sherman, TX 75090  
 903-893-2033

**Road and Bridge Precinct 2**

9631 HWY 56E  
 Sherman, TX 75090  
 903-893-2478

**Road and Bridge Precinct 3**

300 Locust St.  
 Whitesboro, TX 76273

**Road and Bridge Precinct 4 - Denison**

221 County Facility Dr.  
 Denison, TX 75020

**Road and Bridge Precinct 4 – Gordonville**

63 Reames Ln.  
 Gordonville, TX 76245

<b>BID I: Delivered to Precinct 1 – Sherman</b>	<b>PRICE PER TON</b>
Hot Mix / Hot Lay	\$
Hot Mix / Cold Lay	\$
High Performance Cold Mix	\$
Plant site in miles to above?	
Minimum quantity (if any):	
<b>BID II: Delivered to Precinct 2 – Denison</b>	<b>PRICE PER TON</b>
Hot Mix / Hot Lay	\$
Hot Mix / Cold Lay	\$
High Performance Cold Mix	\$
Plant site in miles to above?	
Minimum quantity (if any):	
<b>BID III: Delivered to Precinct 3 – Whitesboro</b>	<b>PRICE PER TON</b>
Hot Mix / Hot Lay	\$
Hot Mix / Cold Lay	\$
High Performance Cold Mix	\$
Plant site in miles to above?	
Minimum quantity (if any):	
<b>BID III: Delivered to Precinct 4 – Pottsboro</b>	<b>PRICE PER TON</b>
Hot Mix / Hot Lay	\$
Hot Mix / Cold Lay	\$
High Performance Cold Mix	\$
Plant site in miles to above?	
Minimum quantity (if any):	

BID III: Delivered to Precinct 4 – Gordonville	PRICE PER TON
Hot Mix / Hot Lay	\$
Hot Mix / Cold Lay	\$
High Performance Cold Mix	\$
Plant site in miles to above?	
Minimum quantity (if any):	
BID VI: FOB Plant Site	PRICE PER TON
Hot Mix / Hot Lay - F.O.B. - County Truck, Your Yard	\$
Hot Mix / Cold Lay - F.O.B. - County Truck, Your Yard	\$
High Performance Cold Mix - County Truck, Your Yard	\$
Minimum quantity (if any):	
Advance Notice Needed:	

If there are any types / grades that are not listed that you would like to bid, please indicate below:

\_\_\_\_\_ \$ \_\_\_\_\_ per ton

PLANT SITE LOCATION: \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ per ton

PLANT SITE LOCATION: \_\_\_\_\_

Additional Information:

\_\_\_\_\_  
 \_\_\_\_\_

**BIDDER INFORMATION:**

Bidder Company Name:	
Authorized Contact:	
Address:	
Contact Phone Number:	
Email Address:	

**PREFERENTIAL REQUIREMENT:** The County of Grayson must follow Texas Government Code Chapter 2252.002 when awarding contracts to out-of-state vendors. Under this law, the County cannot award a contract for construction, improvements, services, public works, or the purchase of supplies, materials, or equipment to a nonresident bidder unless that bidder's price is low enough to meet the same underbidding amount that a Texas bidder would have to meet to win a similar contract in the bidder's home state.

Is your principal place of business in the state of Texas?

Yes      or      No

1.) If the answer to question 1 is "yes", no further information is necessary; if "no" please indicate:

a.) In which state is your principal place of business located: \_\_\_\_\_

b.) If that state favors resident vendors (vendors in your state) by some dollar increment or percentage:

Yes      or      No

c.) If "yes", what is that dollar increment or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_%

**INTER-LOCAL PARTICIPATION:** It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Grayson County. It is further understood, that any other governmental entity that elects to use a Grayson County annual award will issue its own Contracts or purchase orders and will require separate billing.

Would vendor be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions: Yes      or      No

**REFERENCES:**

List three (3) companies or governmental agencies where these commodities have been provided:

1. Government/Company Name:	
Address:	
Contact Person and Title:	
Email Address:	
Contact Phone Number:	

2. Government/Company Name:	
Address:	
Contact Person and Title:	
Email Address:	
Contact Phone Number:	

3. Government/Company Name:	
Address:	
Contact Person and Title:	
Email Address:	
Contact Phone Number:	

**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 list between the time of RFP submission and time of award the Respondent will notify Grayson County Purchasing Agent. Failure to do so may result in termination of this contract for 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 into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a RFP in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Grayson County Purchasing Agent, 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.

**Energy Company Boycotts**

Pursuant to Section 2276.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

**Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title (Please Print): \_\_\_\_\_

Business Name: \_\_\_\_\_

Contract/Bid No.: \_\_\_\_\_



## SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Bidder, agrees this proposal becomes the property of Grayson County after the official opening.

The undersigned affirms that the Bidder 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 Bidder that if this proposal is accepted, Bidder will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this document as the contract. That this proposal has not been prepared in collusion with any other Bidder, nor any employee of Grayson County, and that the contents of this proposal have not been communicated to any other Bidder or to any employee of Grayson County prior to the official opening of this proposal.

By submitting a response to this solicitation, the Vendor 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 proposal submission and time of award, the Bidder will notify the Grayson County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Vendor hereby assigns to Grayson 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 affirms that they have read and understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire proposal.***

***Vendor:***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## LEGAL NOTICE

By order of Commissioners Court, Grayson County, Texas, the Purchasing Agent is authorized to advertise to receive SEALED BIDS for:

2026-03 ASPHALT ROAD MATERIALS

Bids for furnishing the services described herein will be received until 10:00 A.M. (CST) on, WEDNESDAY, FEBRUARY 25, 2026 at which time the submissions will be publicly opened and acknowledged.

RETURN BID TO:

GRAYSON COUNTY PURCHASING  
100 W HOUSTON ST, THIRD FLOOR  
SHERMAN, TX 75090

Jodi Platt, CPPM  
Purchasing Agent

Please Publish in The Herald Democrat newspaper: One (1) Time, Thursday, February 12, 2026 and One (1) Time, Thursday, February 19, 2026 in the Herald Democrat, Sherman, Texas