

INVITATION TO BID
FENCING
BID PERIOD: 10/1/2025 – 9/30/2026

Lee County Commissioners' Court is accepting sealed bids for fencing.

BIDS DUE: By 4:00 PM, Friday, August 15, 2025

DELIVERY/MAIL ADDRESS: County Clerk's Office
843 E. Industry
PO Box 419
Giddings, TX 78942

BIDOPENING: Bids will be opened in Commissioners' Court
Council Chamber, 118 E. Richmond at City Hall Giddings, Texas
Monday, August 25, 2025 at 10:00 A.M.

BIDS AWARDED: Bids will be awarded in Commissioners' Court
Council Chambers, 118 E. Richmond at City Hall Giddings, Texas
Monday, September 08, 2025 at 10:00 A.M.

LEE COUNTY, TEXAS GENERAL CONDITIONS

Read all documents carefully and follow all instructions. You are responsible for fulfilling all requirements and specifications.

General Conditions apply to all advertised bids, proposals or contracts; however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law: Bidder is advised that the Invitation to Bid, Request for Proposal or Contract shall be fully governed by the laws of the State of Texas and that Lee County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Invitation to Bid, Request for Proposal or Contract.

All parties agree that the venue for any litigation arising from this Invitation to Bid, Request for Proposal and/or Contract shall be held in Giddings, Lee County, Texas.

Bid, Proposal and/or Contract Form Completion:

Once a bid, proposal and/or contract is released for bidding, Lee County will not answer any questions except through an addendum that has been approved by Commissioners' Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Lee County Clerk's Office the required number of bid forms, proposal forms, and/or contracts, and any other required information by the day and time the bid, proposal and/or contract is due.

If an error is made, the vendor must draw a line through the error and initial each change. All responses typed or handwritten must be clear and legible.

Bid, Proposal and/or Contract Return:

On or before the due date and time, the vendor must return all completed bids, proposals and/or contracts and required information and copies to the Lee County Clerk's Office, 843 E. Industry / PO Box 419, Giddings, TX 78942.

Lee County will not be responsible for the delivery of your bid, proposal and/or contract to the office of the County Clerk's. Lee County is not responsible for late deliveries due to mail, carrier, etc. Lee County does not accept faxed or emailed bids, proposals and/or contracts. If you would like to confirm the delivery of your bid, proposal and/or contract, you may call the County Clerk's office at 979-542-3684. Late bids, proposals and/or contracts will not be accepted. All late bids, proposals and/or contracts will be returned unopened to the bidder.

The outside of the envelope must be clearly marked: " **FENCING BID FOR ROAD & BRIDGE PRECINCTS**" and the name of the bid or proposal must also be clearly stated.

Withdrawal of BID, Proposal and/or Contract:

A vendor may withdraw their bid, proposal and/or contract before County acceptance

of the bid, proposal and/or contract without prejudice to the vendor, by submitting a written request for its withdrawal to the County Clerk's and mail or hand deliver to the address the bid, proposal and/or contract was submitted to.

Once a bid, proposal and/or contract that is opened, it is not subject to amendment, alteration, or change for the purpose of correcting an error in the bid, proposal and/or contract price. Bids, proposals and/or contracts containing an error may be offered "as is" or withdrawn by the vendor in accordance with applicable State Laws.

Bid, Proposal and/or Contract Opening and Award:

Vendors are invited to be present at the opening and awarding of the bid, proposal and/or contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Lee County's interpretation shall govern.

Addendums:

When specifications are revised, the Lee County Judge's Office will send each vendor that received a bid, proposal and/or contract package the addendum once it has been approved by Commissioners' Court. No addendum can be sent out until the Commissioners' Court has approved the addendum.

Hold Harmless Agreement:

Successful vendor shall defend, indemnify and hold Lee County and its officers, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this bid, proposal and/or contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employers liability and auto insurance with adequate limits to cover vendor's liability as may arise directly or indirectly from work performed under terms of this bid, proposal and/or contract. Certification of such coverage must name Lee County as an additional insured and be provided to the County upon request.

Waiver of Subrogation:

Vendor and vendor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Lee County as an indirect party to any suit arising out of personal or property damages resulting from vendor's performance under this agreement.

Bonds:

If this bid or proposal requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or proposals submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Lee County is exempt from all federal excise taxes and sales tax (state, city and county sales tax). Tax exempt forms will be furnished upon request to the Lee County Auditor's Office.

Pricing:

Prices for all goods and/or services shall be firm for the duration of this bid, proposal and/or contract and shall be stated on the bid sheet, proposal and/or contract. Prices shall be all inclusive. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the vendor and included in the bid, proposal and/or contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, vendor must indicate the items required and their costs or forfeit the right to payment for such items.

Awards:

Lee County reserves the right to award this bid, proposal and/or contract on the basis of lowest and best bid, proposal and/or contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one vendor, to reject any or all bids, proposals and/or contracts and to be the sole judge in determining which bid, proposal and/or contract will be most advantageous to Lee County. An award is final only upon formal execution by the Lee County Commissioners' Court.

In the event of tie bids, proposal and/or contracts, the winning bid, proposal and/or contract is determined per the Texas Local Governmental Code 262.027(b).

Lee County, Texas is an Equal Employment Opportunity Employer. The County does not discriminate on the basis of race, color, nation origin, sex, religion, age or handicapped status in employment or the provision of services.

Assignment:

The successful vendor may not assign, sell or otherwise transfer this bid, proposal and/or contract without written permission of Lee County Commissioners' Court.

Term of Bids, Proposals and/or Contracts:

If the bid, proposal and/or contract are intended to cover a specific time period, said time will be given in the specifications and/or instructions.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies from the next lowest bidder that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the vendor at the vendor's expense.

All disputes concerning quality of supplies, products, and/or services delivered under this bid, proposal and/or contract will be determined by Commissioners' Court or their

designated representative.

Termination:

Lee County reserves the right to terminate the bid, proposal and/or contract for default if the vendor breaches any of the terms therein, including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Lee County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Lee County's satisfaction and/or to meet all other obligations and requirements. Bids, proposals and/or contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The vendor or Lee County must state therein the reasons for such cancellation. Lee County reserves the right to award cancelled bid, proposal and/or contract to the next lowest and best vendor that met specifications and is deemed to be in the interest of the County.

Form W-9

Bidder must include Federal Form W-9, Request for Taxpayer Identification Number and Certification, in order for the bid to be valid.

Certificate of Interested Parties - Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal:

Form 1295 <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners' Court.

Lee County Commissioners' Court will not consider for action any bid, proposal and/or contract with a business entity unless it is accompanied by a completed, signed Form 1295 a certificate number assigned from the Texas Ethics Commission or a signed statement declaring the provision of the law under which the business entity is exempt.

Invoices and Payments:

All invoices are subject to approval by the County Auditor's Office. Invoices shall be itemized and free of federal excise taxes and sales tax (state, city and county sales tax).

Lee County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Warranty Product:

Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Vendor warrants that the goods and/or services furnished will conform to the specifications, drawings, and description listed in the bid invitation, proposal and/or contract and to the sample(s) furnished by vendor if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

Cancellation:

Lee County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if vendor breaches any of the terms hereof including warranties of vendor, or if the vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Lee County may have in law or equity.

Waiver:

No claim or right arising out of a breach of any bid, proposal and/or contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

CONTACT INFORMATION for COUNTY PRECINCTS

Lee County Precinct 1

Commissioner Mark Matthijetz
1007 PR 1411
Giddings, TX 78942
Office: 979-542-6065
Cell: 979-542-6896
Fax: 979-542-6065

Lee County Precinct 2

Commissioner Richard Wagner
1530 South Hwy 77
Giddings, TX 78942
Office: 979-542-2522
Cell: 979-542-6894
Fax: 979-542-2522

Lee County Precinct 3

Commissioner Alan Turner
4466 FM 1624
Lincoln, TX 78948
Office: 512-253-6786
Cell: 979-542-6897

Lee County Precinct 4

Commissioner Steven Knobloch
1056 Walnut St.
Lincoln, TX 78948
Office: 979-542-1388
Cell: 979-542-6895
Fax: 979-542-1388

FENCING
Bid Sheet
Bid Period 10/1/2025 – 9/30/2026

Please use bid sheet provided.

Please limit Bids to the items below only NO ADDITIONAL ITEMS WILL BE ACCEPTED.

Fence Type:

- 5 strand 4 point barbed-wire
- Corners: 6"- 8" Treated top wood post or up to 2 7/8" pipe
- Fence Line: 4" Top Treated wood post or up to 2 7/8" pipe used every 50 feet in fence line with t-posts used in between

Fence Brace/ Corners	Labor and materials cost per hole	\$
Note: All material and labor costs to build a brace should be considered when bidding costs per hole.		
Fence Line	Labor cost per foot	\$
	Materials cost per foot	\$

Return this form

VENDOR INFORMATION
BID PERIOD 10/1/2025 – 9/30/2026

Please Type: (If handwritten must be in ink and legible.)

Vendor Name: _____

Address: _____

Telephone: _____ Fax: _____

Emailed: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Return this form

LEE COUNTY
REQUEST FOR BID
FENCING FOR ROAD & BRIDGE PRECINCTS

Lee County will be accepting sealed bids for fencing. Bid packets may be picked up at the Lee County Judge's Office; Lee County Annex (Bldg. B), 898 E. Richmond, Room 107, Giddings, Texas 78942; on the county website <http://www.co.lee.tx.us/> or by calling (979) 542-3178. Bids must be submitted in a sealed envelope clearly marked, **"FENCING BID FOR ROAD & BRIDGE PRECINCTS"** and mailed to the Lee County Clerk's Office P.O. Box 419, Giddings, Texas 78942, or delivered to 843 East Industry, Giddings, Texas 78942 by 4:00 p.m., Friday, August 15, 2025. Bids will be opened during the 10:00 a.m. Commissioners' Court on August 25, 2025 and scheduled for award during the 10:00 a.m. September 08, 2025 Commissioners' Court.

**INVITATION TO BID
BULK GASOLINE & DIESEL**

Lee County Commissioners' Court has authorized the letting of bids for bulk gasoline and diesel. Bids should be mailed to Lee County Clerk, P.O. Box 419, Giddings, Texas 78942 or delivered to 843 East Industry, Giddings, TX no later than 4:00 p.m., Friday, August 15, 2025. The bids will be publicly opened and read aloud on August 25, 2025 at 10:00 am during the Regular Commissioners' Court Meeting and awarded on September 08, 2025 at 10:00 a.m. during the Regular Commissioners' Court Meeting.

A. SCOPE OF BID

Bids are solicited for furnishing the merchandise, supplies, and service set forth in this bid request for a period of 1 year beginning October 1, 2025 through September 30, 2026 in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Lee County Clerk's office, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so.

1. **Definitions:** (In order to simplify the language throughout this bid, the following definitions shall apply:
 - a. **Lee County** - Same as County.
 - b. **Commissioners' Court** - The elected officials of Lee County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
 - c. **Contract** - An agreement between the County and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. **Contractor** - The successful Bidder(s) of this bid request.
 - e. **County** - The government of Lee County, Texas and its authorized representatives.
2. Upon acceptance and approval by the Commissioners' Court, this bid effects a working contract between Lee County and the successful bidder for the period designated.
3. Bids must be received by the County Clerk's Office prior to the time and date

specified. The mere fact that the bid was dispatched will not be considered; the bidder must have the bid actually delivered.

4. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.
5. Lee County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
6. Lee County reserves the right to reject any bid that does not fully respond to each specified item.

7. **Certificate of Interested Parties-Form 1295**

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295. Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: Form 1295

<https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners' Court.

Lee County Commissioners' Court will not consider for action any bid, proposal and/or contract with a business entity unless it is accompanied by a completed signed Form 1295 with a certificate number assigned from the Texas Ethics Commission or a signed statement declaring the provision of the law under which the business entity is exempt.

8. Bidder must include Federal Form W-9, Request for Taxpayer Identification Number and Certification, in order for the bid to be valid.
9. Should there be a change in ownership or management the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

10. The County may cancel this contract at any time for any reason, provided a thirty-day written notice is given.
11. The bid award shall be based on, but not necessarily limited to the following factors:
 - a. Total price
 - b. Special needs and requirements of Lee County.
 - c. Results of testing samples (if needed)
 - d. Delivery of merchandise
 - e. Lee County's experience with products bid.
 - f. Vendor's past performance record with Lee County.
12. Although the cost of products to be provided is an essential part of the bid, Lee County is not obligated to award a contract on the sole basis of cost.
13. Acceptance of merchandise, delivery, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners' Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
14. Risk of Loss of the goods shall not pass to Lee County until the County actually accepts and takes possession of the goods at the point or points of delivery.
15. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
16. Bids must be submitted on units of quantity specified. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
17. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the County Clerk.
18. Bids must be submitted on the form attached and submitted in a sealed envelope marked **"BULK GASOLINE & DIESEL BID"**. Bids will not be considered if submitted by telephone, fax, e-mail, or any other means of rapid dispatch, nor will a bid be considered if submitted to any other department other than specifically instructed.
19. If the recipient of this form is unable to bid, the form should be returned to the County Clerks Office before opening time and a reason given for not bidding if the bidder desired to bid on future purchases of the County.
20. Bids must show full firm name, mailing address and telephone number and be

manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature shall appear in each space provided.

- a. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

21. It is our policy not to furnish bid results over the phone. For information regarding bid tabulations, please mail a self-addressed, stamped envelope to receive a copy of the bid sheet.

C. SPECIAL PROVISIONS FOR BULK FUEL

1. All deliveries of fuel are to be made F.O.B. the Lee County Road & Bridge Department(s), during regular working days, and between the hours of 7:30 A.M. and 3:00 P.M., unless otherwise requested by the County. Deliveries shall be made within 24 hours from the time requested by authorized Lee County personnel. Contractor has the option to gauge and fill tanks at their convenience.
2. The successful Bidder will be required to deliver fuel to Lee County tanks. Tanks are located at all of the following Lee County barns:
 - a. R & B #1 - 1007 PR 1411, Giddings, TX
 - b. R & B #2 - 1530 South Hwy 77, Giddings, TX
 - c. R & B #3 - 4466 FM 1624, Lincoln, TX
 - d. R & B #4 - 1056 Walnut Street, Lincoln, TX
3. Lee County presently has the following tank capacities; however, Contractor should also be able to adjust the amount to be delivered in the event the sizes change. Current tank capacity is:

	<u>Clear Diesel</u>	<u>87/89/93 Octane Gasoline</u>
Pct. #1	1,000 Gal.	1,000 Gal.
Pct. #2	1,000 Gal.	
Pct. #3	2,000 Gal.	2,000 Gal.
Pct. #4	1,500 Gal.	300 Gal.

4. The successful bidder will be responsible for filing the federal excise tax exemption for dyed diesel and gasoline.
5. The bidders should use the Rack price when calculating the bid. The constant should include the bidder's profit, delivery cost, and any other expenses (not including taxes, loading fee or environmental fees).

D. CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Signed by: _____ Title _____

Typed Name: _____

Company Name: _____

Phone Number _____

Mailing Address: _____
P O Box or Street City State Zip

E. QUOTATION FOR BULK FUEL

Fill in the blanks with unit prices on each product listed below.

All gasoline and diesel prices should be per gallon. Cost of additive in diesel should be included in the bidders constant and the type and specifications of the additive should be included in the bid.

<u>Product Description</u>	<u>Vendors Constant*</u>
87 Octane Gas**	\$ _____
89 Octane Gas**	\$ _____
93 Octane Gas**	\$ _____
Clear Diesel	\$ _____
Dyed Diesel	\$ _____

* Vendors Constant is consistent with Contractors price over rack price. (This should include cost of fuel delivery to bidder, environmental fee, loading fee, delivery of fuel to Lee County tanks, and any other expenses that might be incurred.)

** Minimum octane allowed