

# INVITATION TO BID

## ROAD MATERIALS (6 MONTHS)

Lee County Commissioners' Court is accepting sealed bids for the following:

**April 1, 2024 thru September 30, 2024 (6 MONTHS)**

- COLD MIX – A, B, CC, D, D+, BLACK BASE
- HOT MIX – AA, CC, D
- EMULSIONS
- SS-1
- CRS-2
- CRS-2H

**BIDS DUE: By 4:00 PM, Friday, March 8, 2024**

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

**BID OPENING:** Bids will be opened in Commissioners' Court  
Council Chamber, 118 E. Richmond at City Hall Giddings, Texas  
Monday, March 11, 2024 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, March 25, 2024 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General Conditions apply to all advertised bids, proposals or contracts; however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.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: **"ROAD MATERIAL BID – 6 MONTHS"** 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.

**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](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.

**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.

**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

The following shall be in effect for a period of **Six (6) Months** beginning **April 1, 2024** and ending **September 30, 2024**.

- COLD MIX – A, B, CC, D, D+, BLACK BASE
- HOT MIX – AA, CC, D
- EMULSIONS – SS-1, CRS-2, CRS-2H

## INVITATION TO BID – 6 months

Bid Item	Precinct 1 – Stockpile or Jobsites (April 1, 2024 – September 30, 2024)		
COLD MIX		AT PLANT PER TON	FOB COUNTY AREA PER TON
	TYPE A	\$ _____	\$ _____
	TYPE B	\$ _____	\$ _____
	TYPE CC	\$ _____	\$ _____
	TYPE D	\$ _____	\$ _____
	TYPE D+	\$ _____	\$ _____
	BLACK BASE	\$ _____	\$ _____
HOT MIX		AT PLANT PER TON	FOB COUNTY AREA PER TON
		\$ _____	\$ _____
	TYPE AA	\$ _____	\$ _____
	TYPE CC	\$ _____	\$ _____
	TYPE D	\$ _____	\$ _____
EMULSIONS		FOB COUNTY AREA PER TON	DEMURRAGE PER HOUR
	SS-1	\$ _____	\$ _____
	CRS-2H	\$ _____	\$ _____
	CRS-2	\$ _____	\$ _____

Bid Item	<b>Precinct 2 – Stockpile or Jobsites</b> <b>(April 1, 2024 – September 30, 2024)</b>			
<b>COLD MIX</b>		AT PLANT PER TON	FOB COUNTY AREA PER TON	
	TYPE A	\$ _____	\$ _____	
	TYPE B	\$ _____	\$ _____	
	TYPE CC	\$ _____	\$ _____	
	TYPE D	\$ _____	\$ _____	
	TYPE D+	\$ _____	\$ _____	
	BLACK BASE	\$ _____	\$ _____	
<b>HOT MIX</b>		AT PLANT PER TON	FOB COUNTY AREA PER TON	
	HOT MIX	\$ _____	\$ _____	
	TYPE AA	\$ _____	\$ _____	
	TYPE CC	\$ _____	\$ _____	
	TYPE D	\$ _____	\$ _____	
<b>EMULSIONS</b>		FOB COUNTY AREA PER TON	DEMURRAGE PER HOUR	
	SS-1	\$ _____	\$ _____	
	CRS-2H	\$ _____	\$ _____	
	CRS-2	\$ _____	\$ _____	



Bid Item	Precinct 3 – Stockpile or Jobsites (April 1, 2024 – September 30, 2024)		
COLD MIX		AT PLANT PER TON	FOB COUNTY AREA PER TON
	TYPE A	\$ _____	\$ _____
	TYPE B	\$ _____	\$ _____
	TYPE CC	\$ _____	\$ _____
	TYPE D	\$ _____	\$ _____
	TYPE D+	\$ _____	\$ _____
	BLACK BASE	\$ _____	\$ _____
HOT MIX		AT PLANT PER TON	FOB COUNTY AREA PER TON
	HOT MIX	\$ _____	\$ _____
	TYPE AA	\$ _____	\$ _____
	TYPE CC	\$ _____	\$ _____
	TYPE D	\$ _____	\$ _____
EMULSIONS		FOB COUNTY AREA PER TON	DEMURRAGE PER HOUR
	SS-1	\$ _____	\$ _____
	CRS-2H	\$ _____	\$ _____
	CRS-2	\$ _____	\$ _____

Bid Item	<b>Precinct 4 – Stockpile or Jobsites</b> <b>(April 1, 2024 – March 31, 2024)</b>			
<b>COLD MIX</b>		AT PLANT PER TON	FOB COUNTY AREA PER TON	
	TYPE A	\$ _____	\$ _____	
	TYPE B	\$ _____	\$ _____	
	TYPE CC	\$ _____	\$ _____	
	TYPE D	\$ _____	\$ _____	
	TYPE D+	\$ _____	\$ _____	
	BLACK BASE	\$ _____	\$ _____	
<b>HOT MIX</b>		AT PLANT PER TON	FOB COUNTY AREA PER TON	
	HOT MIX	\$ _____	\$ _____	
	TYPE AA	\$ _____	\$ _____	
	TYPE CC	\$ _____	\$ _____	
	TYPE D	\$ _____	\$ _____	
<b>EMULSIONS</b>		FOB COUNTY AREA PER TON	DEMURRAGE PER HOUR	
	SS-1	\$ _____	\$ _____	
	CRS-2H	\$ _____	\$ _____	
	CRS-2	\$ _____	\$ _____	

**Return this form**

The undersigned affirms that they are duly authorized to execute this bid and that this company, corporation, firm, partnership, or individual has read the entire Invitation to Bid Package and fully understands and has followed all specifications and general conditions.

Authorized Signature & Title: \_\_\_\_\_

Print Authorized Name: \_\_\_\_\_

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

**Return this form**

## VENDOR INFORMATION

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: \_\_\_\_\_

## ORDER CONTACT INFORMATION

Order Contact Name & Title: \_\_\_\_\_

Order Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Order Contact Email: \_\_\_\_\_