

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216  
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

**9:00 A.M., TUESDAY, OCTOBER 7, 2025.**

MARK ENVELOPE

**"CORRUGATED STEEL PIPE CULVERTS"**

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.



SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

By order of the Commissioners Court of Panola County, Texas, sealed bids will be received for:

**CORRUGATED STEEL PIPE CULVERTS**

TO PROVIDE for an annual contract commencing **January 1, 2026**, and continuing for a twelve-month period.

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

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216  
CARTHAGE, TEXAS 75633**

Not later than **9:00 A.M., TUESDAY, OCTOBER 7, 2025.**

MARK ENVELOPES:

**"CORRUGATED STEEL PIPE CULVERTS"**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE  
BEFORE OPENING DATE AND TIME**



SIGNATURE OF BIDDER

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2026, through December 31, 2026.**

**LATE BIDS:** Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

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

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submitting their bid.

**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the bid shall not include sales taxes.

**BID AWARD:** Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

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

**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 Panola County Judge.

**IF DURING THE** life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

**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, Subtitle C, Chapter 171.



Signature of Bidder

**ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola 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. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(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 items of like quality will be considered.

**ADDENDA:** Any interpretations, corrections, or changes in this "Invitation to Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. Addenda will be mailed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda.


**BIDS MUST COMPLY** with all federal, state, county and local laws concerning these types of service.

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

**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.
4. Have a satisfactory record of integrity and ethics.
5. Be otherwise qualified and eligible to receive an award.

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

  
\_\_\_\_\_  
Signature of Bidder

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE, with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

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

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

**MULTIPLE VENDOR AWARD:**

Panola County reserves the right to award multiple vendors and to designate vendors in terms of primary providers and standby providers.



Signature of Bidder

**TERMINATION FOR DEFAULT:** Panola 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. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules.
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises, and any fees accrued or becoming due to date.
2. Panola County may take possession of all goods, fixtures, and materials of successful bidder therein and may foreclose its line against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

**NOTICE:** Any notice provided by this bid (or required by Law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

**CONTRACT ADMINISTRATOR:** Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.



Signature of Bidder

**PURCHASE ORDER:** A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**INVOICES** shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

**PAYMENT** will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

**ITEMS** supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

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

**WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications 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 Panola County agree 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 Panola County, Texas.

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

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

  
Signature of Bidder

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016, all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.



Signature of Bidder



INDEMNITY: THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2271.002 Provision Required in Contract:

1. Bidder does not boycott Israel; and
2. Bidder will not boycott Israel during the term of the contract.

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder 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.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

1. Bidder does not boycott Energy Companies; and
2. Bidder will not boycott Energy Companies during the term of the contract.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to:

Melanie Earle  
Road and Bridge Warehouse Coordinator  
Phone: 903-693-3763  
[melanie.earle@co.panola.tx.us](mailto:melanie.earle@co.panola.tx.us)

  
Signature of Bidder

### **SPECIFICATIONS FOR CORRUGATED STEEL PIPE CULVERTS**

1. All pipe must meet Texas DOT specifications.
2. Pipe ends must have annular rerolled ends.
3. Coupling bands shall have annular corrugations and shall be made of the same material as the pipe. The minimum width of the bands shall be as specified in the current Texas DOT Standard Specifications Handbook.
4. All deliveries must be made within 14 working days to the County Warehouse or job site, as requested. Most deliveries of pipe 46" and smaller will be to the Warehouse. Larger pipes will generally be delivered to the job site. No additional freight will be paid for job site deliveries.
5. Bids will be awarded separately for galvanized pipe and polymer coated pipe.
6. Any exceptions to these specifications must be plainly stated in the submitted bid package.
7. The estimated quantity to be purchased in **2026 is 30 pipes**. However, the County will not be obligated to purchase the estimated quantity or any other particular quantity during the year.
8. Bids should be submitted on the attached bid form.
9. The term of this contract shall be from **January 1, 2026, to December 31, 2026**.

**BID FORM AND CONTRACT**  
**CORRUGATED STEEL PIPE CULVERTS**

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE ROAD & BRIDGE DEPARTMENT, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisements, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids.

I (we) hereby agree to provide Panola County, Texas for **Fiscal Year 2026**, corrugated steel pipe culverts for the following prices:

| ROUND PIPE,<br>2-2/3 X 1/2<br>CORRUGATIONS | GALVIN<br>\$/FT. | <i>narrow round</i><br>BAND<br>\$/EA |  |  |
|--|------------------|--------------------------------------|--|--|
| 12" 16 GA.                                 | 13.09            | 19.63                                |  |  |
| 15" 16 GA.                                 | 16.28            | 24.41                                |  |  |
| 18" 16 GA.                                 | 19.50            | 29.25                                |  |  |
| 24" 16 GA.                                 | 25.99            | 38.98                                |  |  |
| 30" 16 GA.                                 | 32.55            | 48.83                                |  |  |
| 36" 16 GA.                                 | 39.38            | 59.06                                |  |  |

| ROUND PIPE, 3 X 1<br>CORRUGATIONS |        | <i>wide dimple</i><br>Bands |  |  |
|-----------------------------------|--------|-----------------------------|--|--|
| 48" 14 GA.                        | 74.66  | 156.11                      |  |  |
| 60" 14 GA.                        | 91.99  | 195.30                      |  |  |
| 72" 14 GA.                        | 111.19 | 236.26                      |  |  |
| 84" 14 GA.                        | 128.63 | 273.16                      |  |  |
| 96" 14 GA.                        | 146.63 | 312.22                      |  |  |
| 108" 14 GA.                       | 164.21 | 351.48                      |  |  |
| 112" 12GA.                        | 226.24 | 365.12                      |  |  |
| 120" 12GA.                        | 242.85 | 392.37                      |  |  |

DELIVERY FEE/CHARGE

N/A

DATE:

9-25-25

FIRM:

Wilson Culverts, Inc.

BY:

Mason Huffines

ADDRESS: PO Box 940 Elkhart, TX 75839

PHONE NUMBER:

903-764-5605

DATE:

OCT 07 2025

PANOLA COUNTY, TEXAS

BY:

Rodger & McFane

# *Wilson Culverts, Inc.*

Greg Barnett  
President

Mason Huffines  
Vice President

---

P. O. Box 940  
Elkhart, TX 75839

Phone (903) 764-5605  
Fax (903) 764-2740

## Wilson Culverts, Inc. County Customer References:

Smith County, Texas  
Purchasing  
Kim Gould, CPPO, CPPB, Director  
200 E Ferguson, Suite 414  
Tyler, Texas 75702  
903-590-4721

Falls County, Texas  
Road Supervisor  
Charles  
511 Bridge St  
Marlin, Tx 76661  
254-883-1439

McLennan County, Texas  
Purchasing  
Ken Bass  
214 North 5<sup>th</sup> Street  
Waco, Texas 76701-1302  
254-759-5628

Bell County, Texas  
County Auditor  
Tina Entrop, CPA  
PO Box 454  
Belton, Texas 76513  
254-933-5115

Anderson County, Texas  
County Auditor  
Megan Lambright  
Anderson County Courthouse Annex  
703 North Mallard Street, STE. 110  
Palestine, Texas 75801  
903-723-7448

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Wilson Culverts, Inc.  
Elkhart, TX United States

Certificate Number:  
2025-1368466

Date Filed:  
09/25/2025

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Panola County Texas

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Corrugated Steel Pipe Culverts  
Corrugated Steel Pipe Culverts

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|--|--|--------------|
|   |                          |  | Controlling                              | Intermediary |
|   | Barnett, Greg            | Elkhart, TX United States                |  | X            |
|   | Huffines, Mason          | Grapeland, TX United States              |  | X            |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |

**5 Check only if there is NO Interested Party.**

☐

### 6 UNSWORN DECLARATION

My name is Mason Huffines, and my date of birth is 08/15/1997.

My address is 100 CR 1890, Grapeland, TX, 75844, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Anderson County, State of TX, on the 25 day of Sept., 20 25.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)