

**PANOLA COUNTY SHERIFF'S OFFICE**

Office 903 693.0333  
Fax 903 693 9366



314 W Wellington  
Carthage, Texas 75633

**Sheriff Kevin Lake**

September 30, 2015

The Honorable LeeAnn Jones  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Dear Judge Jones,

Please add the following items to the next scheduled meeting of the Panola County Commissioner's Court:

Please record and approve the employment of Carrie Riddle as a Communications Officer for the Panola County Sheriff's Office at a pay rate of \$15.52 per hour effective October 3, 2015.

Sincerely,

A handwritten signature in black ink that reads 'K Lake'.

Kevin Lake  
Sheriff

KL/lw

CC: Sidney Burns  
Joni Reed

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
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., MONDAY, NOVEMBER 09, 2015.**

MARK ENVELOPE

**“Road Oil (Cracked Fuel Oil)”**

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:

**“Road Oil (Cracked Fuel Oil)”**

TO PROVIDE for an annual contract commencing **January 1, 2016** and continuing until **December 31, 2016**.

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 216A  
CARTHAGE, TEXAS 75633**

Not later than **9:00 A.M., MONDAY, NOVEMBER 09, 2015**.

MARK ENVELOPES:

**“Road Oil (Cracked Fuel Oil)”**

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

\_\_\_\_\_  
SIGNATURE OF BIDDER

**SPECIFICATIONS FOR ROAD OIL (CRACKED FUEL OIL)**

**THE BIDS WILL BE AWARDED BASED ON THE DELIVERY PRICE BUT PANOLA COUNTY RESERVES THE RIGHT TO PROVIDE TRUCKING. Bidders must also supply the name and location of the plant.**

Panola County shall provide as much advance notice as possible, however, supplier must be able to provide 90% of the orders as requested with a 12 hour notice.

It shall be necessary to return loads due to weather, equipment breakdowns, and other reasons beyond our control. There shall be no charge for returned loads.

Price shall include a minimum two (2) hour unloading time.

Samples of the above commodities may be taken as delivered at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above described specifications must be removed by the supplier and will not be paid for. All materials used in these products must comply with State and Federal Environmental Laws and Regulations.

**The estimated quantity to be purchased in 2016 is 100,000 tons.** However, the County will not be obligated to purchase the estimated quantity or any other particular quantity during the year.

Bids shall be submitted on the attached bid sheet.

The successful bidders will supply Panola County with a certified weight ticket on each load delivered to Panola County, at the time of delivery.

The transports must have valves that can be controlled from the cab such that the flow of the oil can be started and stopped on the go.

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SIGNATURE OF BIDDER

**ROAD OIL (CRACKED FUEL OIL)**

Delivery will be to jobsite location within a 25-mile radius of the Panola County Warehouse. The County may elect to haul some material. In this case, the supplier will provide loading equipment and personnel to load the county trucks.

**SPECIFICATIONS FOR ROAD OIL (CRACKED FUEL OIL)**

	MINIMUM	MAXIMUM
Asphalt content of 100 penetration @ 77 degrees F, %	65	80
Flash Point, C.D.C., degrees C	250	-
Saybolt viscosity at 122 degrees F, mm <sup>2</sup> /s	-	1000
Loss at 212 degrees F, 20G, 5H, %	-	3.0
Water and sediment, %	-	2.0
Delivery Temperature, F Degrees	220	250
Distance from plant to Panola County Warehouse _____		miles.
Transport standby fee	\$ _____	
Restocking fee	\$ _____	
Unloading/spreading fee	\$ _____	

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 SIGNATURE OF BIDDER

**BID FORM AND CONTRACT**  
**Road Oil (Cracked Fuel Oil)**

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 advertisement, 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 understand that the bid should include delivery to the Panola County Warehouse in Carthage, Texas.

This price will not be subject to change during the term of the contract. I (we) hereby agree to furnish ROAD OIL to Panola County, Texas delivered to the job site in accordance with the foregoing specifications at the following price:

BID PRICE: FOB PLANT \$ \_\_\_\_\_ PER TON

BID PRICE: DELIVERED \$ \_\_\_\_\_ PER TON

EXCEPTIONS:

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\_\_\_\_\_  
SIGNATURE OF BIDDER

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TEL.#: \_\_\_\_\_

Date Accepted Bid Offer:

PANOLA COUNTY, TEXAS

By: \_\_\_\_\_

## **BIDDER LIST**

BRYAN & BRYAN  
BOX 625  
HENDERSON, TEXAS 75652

903-657-2391



PANOLA COUNTY, TEXAS

**INVITATION TO BID**

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

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Sealed bids shall be received no later than:

**9:00 A.M., MONDAY, NOVEMBER 09 2015.**

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, 2016** 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 216A  
CARTHAGE, TEXAS 75633**

Not later than **9:00 A.M., MONDAY, NOVEMBER 09, 2015.**

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

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 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 **2016 is 30 pipe**. 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, 2016 to December 31, 2016**.

**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 2016**, corrugated steel pipe culverts for the following prices.

ROUND PIPE, 2-2/3 X 1/2 CORRUGATIONS	GALVIN \$/FT.	BAND \$/EA		
12" 16 GA.				
15" 16 GA.				
18" 16 GA.				
24" 16 GA.				
30" 16 GA.				
36" 16 GA.				

ROUND PIPE, 3 X 1 CORRUGATIONS				
48" 14 GA				
60" 14 GA.				
72" 14 GA.				
84" 14 GA.				
96" 14 GA.				
108" 14 GA.				
112" 12GA.				
120" 12GA.				

DELIVERY FEE/CHARGE \_\_\_\_\_

DATE: \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

PANOLA COUNTY, TEXAS

BY: \_\_\_\_\_

CORRUGATED STEEL PIPE CULVERTS

BIDDER LIST

TEXAS STEEL CULVERT  
P O BOX 727  
ARLINGTON, TX 76010

CONTECH CONSTRUCTION PRODUCTS  
ATTN: J.M. KARTANSON  
4425 W. AIRPORT FRWY #340  
IRVING, TX 75062

WILSON CULVERTS  
ATTN TERRY HUFFINES  
P O. BOX 940  
ELKHART, TX 75839

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

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

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Sealed bids shall be received no later than:

**9:00A.M., MONDAY, NOVEMBER 09, 2015.**

MARK ENVELOPE

**“POLYETHYLENE CORRUGATED 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.

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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:

**POLYETHYLENE CORRUGATED CULVERTS**

TO PROVIDE for an annual contract commencing **January 1, 2016** 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 216A  
CARTHAGE, TEXAS 75633**

Not later than **9:00A.M., MONDAY, NOVEMBER 09, 2015.**

MARK ENVELOPES:

**“POLYETHYLENE CORRUGATED CULVERTS”**

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

\_\_\_\_\_  
SIGNATURE OF BIDDER



**SPECIFICATIONS  
POLYETHYLENE CORRUGATED CULVERTS**

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS ON THE FOLLOWING:

**POLYETHYLENE CORRUGATED CULVERTS**

Bids should be based on the appropriate unit as requested and should include delivery to the Panola County Warehouse in Carthage, Texas. Any exceptions to the specifications should be noted on the bid form. The term of this contract is from **January 1, 2016 through December 31, 2016.**

**SCOPE:** It is the intent of these specifications to describe new, high density polyethylene corrugated culverts with an integrally formed smooth interior delivered in 20' joints. The nominal size for the culvert and fittings is based on the nominal inside diameter of the culvert.

Joints will be made with split couplings, requiring bands, corrugated to engage the culvert corrugations, and will engage a minimum of four (4) corrugations, two (2) on each side of the culvert joint.

**ESTIMATED QUANTITY:** The estimated quantity of culverts to be purchased by Panola County during the term of this contract is **3000** linear feet. However, Panola County is not obligated to purchase this or any other quantity of material.

**DELIVERY:** Delivery is to be to the Panola County Warehouse. No Friday deliveries will be permitted without prior consent.

**BID FORM AND CONTRACT**

**POLYETHYLENE CORRUGATED 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 advertisement, 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 understand that the bid should include delivery to the Panola County Warehouse in Carthage, Texas.

I (we) hereby agree to provide to Panola County, Texas for **Fiscal Year 2016**, polyethylene corrugated culverts for the following prices:

NOMINAL DIAMETER	CULVERT \$/FT.	COUPLING \$/EA.
12"		
15"		
18"		
24"		
30"		
36"		
42"		
48"		
60"		
72"		

**DELIVERY FEE/CHARGE** \_\_\_\_\_

Exceptions To  
Specifications: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

ACCEPTED:

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
DATE

POLYETHYLENE CORRUGATED CULVERTS

BIDDER LIST

MORRISON SUPPLY  
930 N. FREDONIA  
LONGVIEW, TX 75601

EAST TEXAS POULTRY  
1400 WEST PANOLA STREET  
CARTHAGE, TEXAS 75633

CAIN HARDWARE  
224 S. SHELBY  
CARTHAGE, TEXAS. 75633

ATTN: PAUL CAIN

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

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CARTHAGE, TEXAS 75633

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**9:00 A.M., MONDAY, NOVEMBER 09, 2015.**

MARK ENVELOPE

**“GRAVEL”**

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:

**GRAVEL**

TO PROVIDE for an annual contract commencing **January 1, 2016** and continuing to **December 31, 2016**.

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.

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**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
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Not later than **9:00 A.M., MONDAY, NOVEMBER 09, 2015**.

MARK ENVELOPES:

**“GRAVEL”**

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

\_\_\_\_\_  
SIGNATURE OF BIDDER

**SPECIFICATIONS AND BID FORM FOR GRAVEL**

<b>TYPE</b>	<b>F.O.B.</b>	<b>DELIVERED</b>
Arkansas SB-2 (PER YARDS)	\$	\$
Arkansas 1 1/2" C-Ballast (PER YARDS)	\$	\$
Arkansas 2 1/2" D-Ballast (PER YARDS)	\$	\$
Arkansas Rip Rap (PER YARDS)	\$	\$
3"x5" Georgetown rock (PER YARDS)	\$	\$

EXCEPTIONS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be to within a 25 mile radius of the Panola County Warehouse.**

In determining the lowest and best bid, the Commissioners Court will consider the pick up and delivery locations of the cost to the County of delivering or hauling the material to be purchased. So as to determine the most economical cost of the materials, Panola County will factor in a rate of fifty cents (.50) per yard/per mile as a cost to the County for materials to be picked up at the plant.

If the Commissioners Court considers awarding a contract to a bidder who is not the lowest bidder meeting specifications, the lowest dollar bidder will be given notice of the proposed award and will be given an opportunity to appear before the Commissioners Court to present evidence on the bidders behalf before the proposed bid is awarded.

Panola County shall provide as much advance notice as possible, however, supplier must be able to provide 90% of the orders as requested with a twelve (12) hour notice.

Bids shall be provided on this sheet.

The successful bidders will supply Panola County with a ticket indicating the number of **CUBIC YARDS** on each load delivered to Panola County at the time of the delivery. If the County picks up the material, the successful bidder shall provide necessary personnel and equipment to load the product along with a ticket, indicating the number of **CUBIC YARDS** picked up.

Samples of the above commodities may be taken as delivered or picked up at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above described specifications must be removed by the supplier and will not be paid for.

ALL MATERIALS USED IN THESE PRODUCTS MUST COMPLY WITH STATE & FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.

THE ESTIMATED QUANTITY TO BE PURCHASED IS **2000 YARDS**. HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR.



DATE: \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

PANOLA COUNTY, TEXAS

BY: \_\_\_\_\_

GRAVEL  
BIDDER LIST

S.D. TWOMEY  
315 N. BROWNING ST.  
CARTHAGE, TEXAS 75633

PIERCE CONSTRUCTION  
P.O. BOX 69  
BECKVILLE, TEXAS. 75631

LONGVIEW ASPHALT  
ATTEN: RODNEY PRICE  
P. O. BOX 3661  
LONGVIEW, TEXAS. 75606

ARK-LA-TEX TRUCKING  
ATTN: RUSTY EVANS  
2813 FM 699  
CARTHAGE, TEXAS. 75633

DODSON TRUCKING  
18543 CR 2213-D  
TATUM, TEXAS 75691

ATTN: JOE DODSON

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

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

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**9:00 A.M., MONDAY, NOVEMBER 09, 2015.**

MARK ENVELOPE

**“USED RAILROAD TANK CARS/FLAT CARS”**

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:

**USED RAILROAD TANK CARS/FLAT CARS**

TO PROVIDE for an annual contract commencing **January 1, 2016** and continuing to **December 31, 2016**.

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.

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SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than **9:00 A.M., MONDAY, NOVEMBER 09, 2015**.

MARK ENVELOPES:

**“USED RAILROAD TANK CARS/FLAT CARS”**

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

---

SIGNATURE OF BIDDER

**USED RAILROAD TANK CARS/FLAT CARS SPECIFICATIONS**

**TANK CARS**

SIZE	PRICE PER FOOT
8' to 9' diameter/ 30' to 40' long	_____
9 ½' diameter/ 40' to 56' long	_____
10' diameter/50' to 56' long	_____

All tank cars shall have both ends removed and all holes and vents sealed, ready for installation.

All tank cars shall be a thickness of at least ½" steel.

Estimated quantity to be purchased is 4 per year. However, the County will not be obligated to purchase the estimated quantity.

TANK CAR EXCEPTIONS TO SPECIFICATIONS

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

FLAT CARS

SIZE	PRICE PER UNIT
Under 60' long	_____
60' to 79' long	_____
79' to 90' long	_____

All flat cars shall be at least 9' 3" wide with a serviceable wood or steel deck. Cars shall have a carrying capacity of no less than 80,000 pounds.

Prices quoted for tank and flat cars shall include delivery to within 25 miles of the Panola County Warehouse, 1121 East Sabine Street, Carthage, Texas, 75633. Cars are subject to inspection and approval by Panola County prior to delivery.

Estimated quantity to be purchased is 4 per year. However, the County is not obligated to purchase the estimated quantity.

FLAT CAR EXCEPTIONS TO SPECIFICATIONS

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SIGNATURE

COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

ACCEPTED:

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
DATE

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

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

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**9:00 A.M., MONDAY, NOVEMBER 09, 2015.**

MARK ENVELOPE

**“CONCRETE / IRON ORE ”**

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:

**CONCRETE / IRON ORE**

To provide for an annual contract commencing **January 1, 2016** and continuing to **December 31, 2016**.

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 216A  
CARTHAGE, TEXAS 75633**

Not later than **9:00 A.M., MONDAY, NOVEMBER 09, 2015**.

MARK ENVELOPES:

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

\_\_\_\_\_  
SIGNATURE OF BIDDER

**SPECIFICATIONS AND BID FORM FOR CONCRETE / IRON ORE**

<b>TYPE</b>	<b>FOB</b>	<b>DELIVERED</b>
2" Minus Pure Crushed Concrete <b>(PER YARD)</b>	\$	\$
3 X 4 Pure Concrete <b>(PER YARD)</b>	\$	\$
2" Minus Crushed Iron Ore <b>(PER YARD)</b>	\$	\$

EXCEPTIONS \_\_\_\_\_

EXCEPTIONS \_\_\_\_\_

EXCEPTIONS \_\_\_\_\_

**F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be to within a 25 mile radius of the Panola County Warehouse.**

Panola County will submit payment for the price bid per **CUBIC YARD** only. In determining the lowest and best bid, the Commissioners Court will consider the pick up and delivery locations of the bidders and the cost to the County of delivering or hauling the material to be purchased. So as to determine the most economical cost of the materials, Panola County will factor in a rate of fifty cents ( \$.50) per yard per mile as a cost to the County for the materials to be picked up at the plant. No surcharge for hauling, fuel, ect.. shall be included on invoices.

If the Commissioners Court considers awarding a contract to a bidder who is not the lowest bidder meeting specifications, the lowest dollar bidder will be given notice of the proposed award and will be given an opportunity to appear before the Commissioners Court to present evidence on the bidders behalf before the proposed bid is awarded.

Panola County shall provide as much advance notice as possible, however, supplier must be able to provide 90% of the orders as requested with a twelve (12) hour notice.

Bids shall be provided on this sheet.

The successful bidders will supply Panola County with a ticket indicating the number of **CUBIC YARDS** on each load delivered to Panola County at the time of the delivery. If the County picks up the material, the successful bidder shall provide necessary personnel and equipment to load the product along with a ticket, indicating the number of **CUBIC YARDS** picked up.

Samples of the above commodities may be taken as delivered or picked up at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above described specifications must be removed by the supplier and will not be paid for.

ALL MATERIALS USED IN THESE PRODUCTS MUST COMPLY WITH STATE & FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.

THE ESTIMATED QUANTITY TO BE PURCHASED IS **2000 YARDS**. HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR.

DATE: \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

PANOLA COUNTY, TEXAS

BY: \_\_\_\_\_

CONCRETE / IRON ORE  
BIDDER LIST

COURTNEY CONSTRUCTION  
ATTN: KARLOS COURTNEY  
2617 HWY 79 NORTH  
CARTHAGE, TEXAS. 75633

DODSON TRUCKING  
18543 CR 2213-D  
TATUM, TEXAS. 75691

ATTN: JEFF DODSON

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
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., MONDAY, NOVEMBER 09, 2015.**

MARK ENVELOPE

**“CRUSHED LIMESTONE ”**

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:

**CRUSHED LIMESTONE**

TO PROVIDE for an annual contract commencing **January 1, 2016** and continuing to **December 31, 2016**.

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 216A  
CARTHAGE, TEXAS 75633**

Not later than **9:00 A.M., MONDAY, NOVEMBER 09, 2015**.

MARK ENVELOPES:

**CRUSHED LIMESTONE**

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

---

SIGNATURE OF BIDDER

**SPECIFICATIONS AND BID FORM FOR CRUSHED LOMESTONE**

<b>TYPE</b>	<b>FOB</b>	<b>DELIVERED</b>
0" - 2" CRUSHED LIMESTONE (PER TON)	\$	\$

EXCEPTIONS \_\_\_\_\_  
 \_\_\_\_\_

**F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be to within a 25 mile radius of the Panola County Warehouse.**

Panola County will submit payment for the price bid per **TON** only. No surcharge for hauling, fuel, ect.. shall be included on invoices.

If the Commissioners Court considers awarding a contract to a bidder who is not the lowest bidder meeting specifications, the lowest dollar bidder will be given notice of the proposed award and will be given an opportunity to appear before the Commissioners Court to present evidence on the bidders behalf before the proposed bid is awarded.

Panola County shall provide as much advance notice as possible, however, supplier must be able to provide 90% of the orders as requested with a twelve (12) hour notice.

Bids shall be provided on this sheet.

The successful bidders will supply Panola County with a certified weight ticket indicating the number of **TONS** on each load delivered to Panola County at the time of the delivery. If the County picks up the material, the successful bidder shall provide necessary personnel and equipment to load the product along with a ticket, indicating the number of **TONS** picked up.

Samples of the above commodities may be taken as delivered or picked up at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above described specifications must be removed by the supplier and will not be paid for.

ALL MATERIALS USED IN THESE PRODUCTS MUST COMPLY WITH STATE & FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.

THE ESTIMATED QUANTITY TO BE PURCHASED IS **2000 TONS**. HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR.

DATE: \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

PANOLA COUNTY, TEXAS

BY: \_\_\_\_\_



DODSON TRUCKING  
18543 CR 2213-D  
TATUM TEXAS 75691

ATT: JEFF DODSON

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, 2016 thru December 31, 2016.**

**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 submittal of 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.

**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.

\_\_\_\_\_  
SIGNATURE OF BIDDER

**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/manufacture 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 information sufficient to determine bidder's ability to meet these minimum standards listed above.

**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.

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SIGNATURE OF BIDDER

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Panola 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 indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Panola County growing out of such injury or damages.

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 a 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 to be in the best interest of the county.

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 lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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SIGNATURE OF BIDDER

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.

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, Article 601f V.T.C.S. 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.

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SIGNATURE OF BIDDER

**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.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Kim Goodwin, Road and Bridge Warehouse Coordinator at (903) 693-3763.**

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SIGNATURE OF BIDDER

NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS

Formal notice is hereby given that:

PetroQuest Energy, LLC

\_\_\_\_\_ proposes to place a  
(COMPANY NAME)

one (8") & one (2") \_\_\_\_\_ line within the Right-of-Way  
(PIPE SIZE)

of County Road: \_\_\_\_\_ as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring a total length of 60 ft line in Panola County.

The location and description of the proposed line and appurtenances is more fully shown by the copies of the drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Panola County Specifications.

Construction of this line will begin on or after the 15th day of  
October 2015.

FIRM: Reagan Energy Services  
BY: Chris Hughes  
TITLE: Landman  
ADDRESS: 1511 Judson Rd  
Longview, Texas 75601  
PHONE: (903) 736-9415

# APPROVAL

October 12, 2015

TO Mr. Chris Hughes  
Reagan Energy Services  
1511 Judson Rd.  
Longview, Texas 75601

RE: **CR #471**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **one 8" and one 2" line** within the right-of-way of County Road #471 as shown by accompanying drawings and notice except as noted below

It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of said lines shall be at the sole expense of owner.

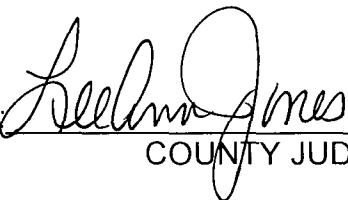
All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at *approximately right angles thereto*. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same
5. Parallel line will be installed as near the right-of-way lines as is possible and



no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.

6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved:   
COUNTY JUDGE

COMMISSIONERS

Precinct #1 Ronnie LaGrone  
Precinct #2 John Gradberg  
Precinct #3 Frank R. Langley, Jr  
Precinct #4 Dale LaGrone

**SPECIAL SPECIFICATIONS  
FOR PIPELINES CROSSING IN BORED HOLES  
AND PLACED PARALLEL TO COUNTY ROADS**

**GENERAL NOTE:** The construction of this project shall follow "The Panola County Road and Bridge Department Standard Specifications" with respect to barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by traveling public and adjacent property owners.

1. Exaction material shall not be placed on road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway, where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing, other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to that of the adjacent undisturbed material, replacing all of the excavated material except that displaced by pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be removed from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operation shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to re-establish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fit the bored hole.
5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operations. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be complete to the owner's satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or gravel public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.

6. No trees or shrubbery shall be cut or trimmed without the approval of the Panola County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with, if within the city limits.

Commissioners:

Precinct # 1 Ronnie LaGrone  
Precinct # 2 John W. Gradberg  
Precinct # 3 Frank R. Langley, Jr.  
Precinct # 4 Dale LaGrone

COURSE	BEARING	DISTANCE
1	S 89° 14' 16" W	11.64'
2	N 89° 04' 49" W	143.17'
3	N 86° 23' 42" W	172.09'
4	N 00° 16' 16" E	482.59'
5	N 65° 45' 20" W	27.00'
6	N 84° 57' 59" W	15.01'

**JOHN B. OWEN  
A-520**

Robert Harris, et ux  
Volume 937, Page 4  
Called 30 244 Acres

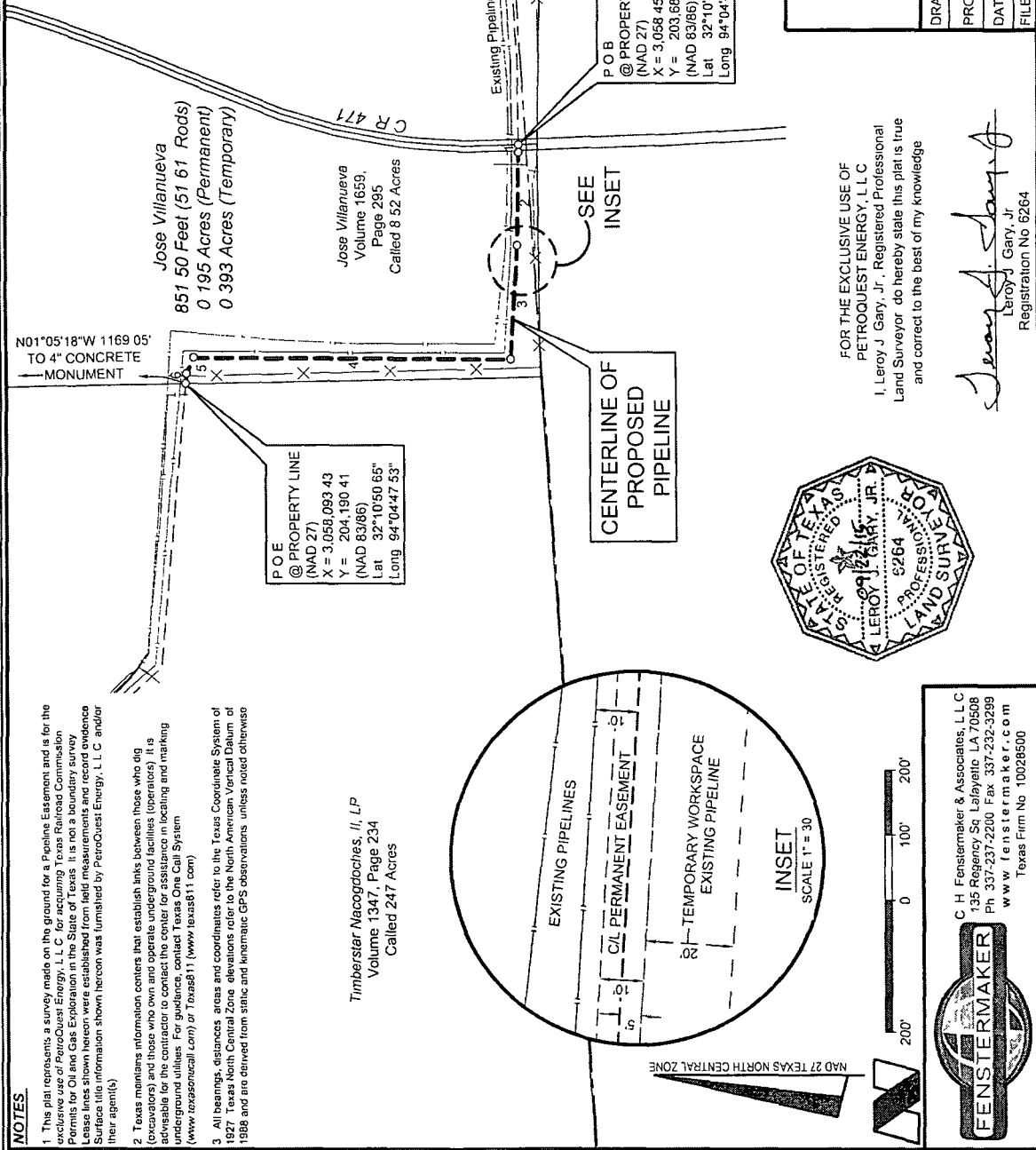
**ALFORD JOHNSON,  
A-360**

Drew Wells  
Volume 1549, Page 301  
Called West Half  
of 100 Acres more or less

**PETROQUEST ENERGY, L.L.C.  
PROPOSED PIPELINE RIGHT OF WAY  
ACROSS THE PROPERTY OF JOSE VILLANUEVA  
CONTAINING 851 50 FEET 51 61 RODS)  
JOHN B. OWEN, A-520  
PANOLA COUNTY, TEXAS**

REVISIONS	
DRAWN BY	SAB
PROJ MGR	LJG
DATE	09/14/15
No	
DATE	
No	
REVISIONS	
REVISOR	
DATE	
No	
REVISIONS	
REVISOR	
DATE	
No	

FILENAME T:\2015\12152896\DWG\MEDLIN-YOUNGBLOOD PIPELINE.dwg



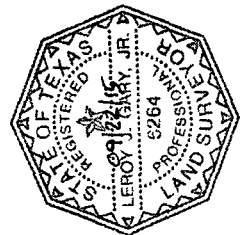
**NOTES:**

- This plat represents a survey made on the ground for a Pipeline Easement and is for the use of PetroQuest Energy, L.L.C. for securing Texas Railroad Commission Permits for Oil and Gas Exploration in the State of Texas. It is not a boundary survey. Lease lines shown herein were established from field measurements and record evidence. Surface title information shown hereon was furnished by PetroQuest Energy, L.L.C. and/or their agents.
- Texas maintains information centers that establish links between those who dig (excavators) and those who own and operate underground facilities (operators). It is advisable for the contractor to contact the center for assistance in locating and marking underground utilities. For guidance, contact Texas One Call System ([www.texasonecall.com](http://www.texasonecall.com)) or Texas811 ([www.texas811.com](http://www.texas811.com)).
- All bearings, distances, areas and coordinates refer to the Texas Coordinate System of 1982 Texas North Central Zone elevations reduced to the North American Vertical Datum of 1988 and are derived from static and kinematic GPS observations unless noted otherwise.

Timberstar Macgogoches, II, LP  
Volume 1347, Page 234  
Called 247 Acres

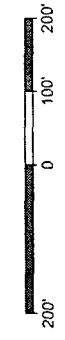
**CENTERLINE OF  
PROPOSED  
PIPELINE**

SEE  
INSET



FOR THE EXCLUSIVE USE OF  
PETROQUEST ENERGY, L.L.C.  
I, Leroy J. Gary, Jr., Registered Professional  
Land Surveyor do hereby state this plat is true  
and correct to the best of my knowledge

*Leroy J. Gary, Jr.*  
Leroy J. Gary, Jr.  
Registration No 6264



C. H. Fenstermaker & Associates, L.L.C.  
135 Regency Sq. Lafayette, LA 70508  
Ph. 337-237-2200 Fax 337-232-3299  
[www.fenstermaker.com](http://www.fenstermaker.com)  
Texas Firm No. 10028500



GOTHLET LLC

471

Deborah Graves

© 2015 Google

Dennis Mjaseth

NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby given that:

GILL WSC proposes to place a  
(COMPANY NAME)

2600' OF 2" WATER MAIN line within the Right-of-Way  
(PIPE SIZE)

of County Road: 3072 & 3073 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring a total length of 160' line in Panola County.

The location and description of the proposed line and appurtenances is more fully shown by the copies of the drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Panola County Specifications.

Construction of this line will begin on or after the 30 day of  
SEPTEMBER 2015.

FIRM: GILL WSC  
BY: JACK BOLT  
TITLE: GENERAL MANAGER  
ADDRESS: 2323 FM 2625 W.  
MARSHALL, TX 75672  
PHONE: (903) 938-5130

# APPROVAL

October 12, 2015

TO: Mr. Jack Bolt  
Gill WSC  
2323 FM 2625 W  
Marshall, Texas 75672

RE: **CR #3072 & #3073**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **2600' of 2" Water Main line** within the right-of-way of County Road #3072 & #3073 as shown by accompanying drawings and notice except as noted below.

It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of said lines shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

- 5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
- 6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
- 7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved:   
 COUNTY JUDGE

COMMISSIONERS:

- Precinct #1 Ronnie LaGrone
- Precinct #2 John Gradberg
- Precinct #3 Frank R. Langley, Jr.
- Precinct #4 Dale LaGrone



County Road 3072

3081

BORE 2" CASING WITH 1" WATER SERVICE 300' FROM CENTER LINE OF FM 1794

BORE 2" CASING WITH 1" WATER SERVICE 528' FROM CENTER LINE OF FM 1794

BORE 2" CASING WITH 1" WATER SERVICE 1050' FROM CENTER LINE OF FM 1794

BORE 4" CASING WITH 2" WATER MAIN 2000'

County Road 3073

BORE 4" CASING WITH 2" WATER MAIN 3000'

2" WATER MAIN 2600' IN RIGHT OF WAY

County Road 3072

County Road 3072

3072

BORE 2" CASING WITH 1" WATER SERVICE 300' FROM CENTER LINE OF FM 1794

BORE 2" CASING WITH 1" WATER SERVICE 528' FROM CENTER LINE OF FM 1794

BORE 2" CASING WITH 1" WATER SERVICE 1050' FROM CENTER LINE OF FM 1794

BORE 4" CASING WITH 2" WATER MAIN 2000'

2" WATER MAIN 2600' IN RIGHT OF WAY

County Road 3073

BORE 4" CASING WITH 2" WATER MAIN 3000'

County Road 3072

# Donation

Date 10-7-15

The undersigned has secured a contribution from Luminant to Panola County for use in the Panola County Road and Bridge Fund. This contribution consists of:

\$ ----- and/or

material of the following type and amount 1,776 yards of dirt

This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number Pct 2 Pit, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

I acknowledge that this is intended as a donation and that no person or corporation has been promised any other benefit because of the donation, nor have been induced or coerced in any way by any official or employees of Panola County. I further certify that this donation was give freely and voluntarily.

John Nordberg Commissioner, Precinct # 2

Sworn and subscribed to this 7th day of October, 20 15

Vicki Heinkel, Notary Public, State of Texas, My commission expires \_\_\_\_\_

1-6-2019

(Panola County Commissioner' Court use only)

This item was accepted / ~~disapproved~~ (strike one) at a meeting of the Panola County Commissioners' Court on this 12th day of October, 20 15.  
County Judge LeAnn Jones



PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
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., MONDAY, NOVEMBER 9, 2015**

MARK ENVELOPES

**“ELECTRICAL REPAIRS, MAINTENANCE  
AND INSTALLATION WORK”**

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.

Any questions concerning this Invitation to Bid and specifications should be directed to Maintenance Superintendent Fred Hightower at (903) 693-0318.

---

Signature

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**ELECTRICAL REPAIRS, MAINTENANCE AND INSTALLATION WORK**

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids to 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 216A  
CARTHAGE, TEXAS 75633**

Not later than **9:00 a.m., Monday, November 9, 2015**

Mark Envelopes:

**"ELECTRICAL REPAIRS, MAINTENANCE  
AND INSTALLATION WORK"**

**BIDS RECEIVED AFTER OPENING DATE AND TIME WILL NOT BE CONSIDERED**

---

Signature

**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 Fiscal Year 2016.

**LATE BIDS:** Bids received 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 Panola County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of 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 tax.

**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 Panola 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.

**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 cost, fee or charge will be paid.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with V.T.C.A., Local Government Code Title 5, Subtitle C, Chapter 171.

**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

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Signature of Bidder

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 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 items of like quality will be considered.

**ADDENDA:** Any interpretations, corrections or changes in this ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Panola County. Addenda will be mailed to all who are known to have received a copy of this ITB. 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 any other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**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.

**SUCCESSFUL BIDDER SHALL** defend, indemnify, and save harmless Panola 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

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Signature of Bidder

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 indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment costs which may be obtained against Panola County growing out of such injury or damages.

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 a 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 the next lowest and best bidder as it deems to be in the best interest of the county.

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 or 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 lien 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

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



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 Panola County shall not be liable to prosecution for damages in the event that the county declared the bidder in default.

NOTICE: Any notices 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 ADMINISTRATION: 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.

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) 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 State of Texas Prompt Payment Act, V.T.C.S. Article 601f. 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

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Signature of Bidder

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 SPECIFICATIONS: 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.

**ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.**

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Panola County Courthouse Maintenance Superintendent Fred Hightower at (903) 693-0318.

---

Signature of Bidder

# BID FORM AND CONTRACT

## ELECTRICAL REPAIRS, MAINTENANCE AND INSTALLATION WORK

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, 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 understand that the bid should include delivery to the Panola County Courthouse in Carthage, Texas.

**ELECTRICAL SERVICES:**

**LABOR:**

Electrician (Per Hour Charge)	\$ _____
Journeyman (Per Hour Charge)	\$ _____
Helper (Per Hour Charge)	\$ _____

**PARTS:**

Markup (%) above cost \_\_\_\_\_

Exceptions to specifications: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

**ACCEPTED:**

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
DATE

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
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., MONDAY, NOVEMBER 9, 2015**

MARK ENVELOPES

**“HOUSEKEEPING SERVICES FOR PANOLA COUNTY  
COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY  
SHERIFF’S DEPARTMENT, PANOLA COUNTY DETENTION CENTER,  
PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE  
RESTROOMS, AND EXPOSITION CENTER”**

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.

Any questions concerning this Invitation to Bid and specifications should be directed to Panola County Courthouse Maintenance Superintendent Fred Hightower, (903) 693-0318.

---

Signature

**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:

**"HOUSEKEEPING SERVICES FOR PANOLA COUNTY  
COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY  
SHERIFF'S DEPARTMENT, PANOLA COUNTY DETENTION CENTER,  
PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE  
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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 216A  
CARTHAGE, TEXAS 75633**

Not later than **9:00 a.m., Monday, November 9, 2015**

Mark Envelopes:

**"HOUSEKEEPING SERVICES FOR PANOLA COUNTY  
COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY  
SHERIFF'S DEPARTMENT, PANOLA COUNTY DETENTION CENTER,  
PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE  
RESTROOMS AND EXPOSITION CENTER"**

**BIDS RECEIVED AFTER OPENING DATE  
AND TIME WILL NOT BE CONSIDERED**

---

Signature

**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 Fiscal Year 2016.

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**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with V.T.C.A., Local Government Code Title 5, Subtitle C, Chapter 171.

**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

---

Signature of Bidder

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 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 items of like quality will be considered.

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

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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 any other information sufficient to determine bidder's ability to meet these minimum standards listed above.

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

SUCCESSFUL BIDDER SHALL defend, indemnify, and save harmless Panola 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

---

Signature of Bidder



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 indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment costs which may be obtained against Panola County growing out of such injury or damages.

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 a 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 the next lowest and best bidder as it deems to be in the best interest of the county.

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 or 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 lien 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

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Signature of Bidder

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 Panola County shall not be liable to prosecution for damages in the event that the county declared the bidder in default.

NOTICE Any notices 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 ADMINISTRATION. 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.

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) 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 State of Texas Prompt Payment Act, V.T.C.S. Article 601f. 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

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Signature of Bidder

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 SPECIFICATIONS: 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.

**ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.**

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Panola County Maintenance Superintendent Fred Hightower at (903) 693-0318.

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Signature of Bidder

**SPECIFICATIONS  
COURTHOUSE MAINTENANCE  
PANOLA COUNTY COURTHOUSE, ANNEXES, JUDICIAL CENTER,  
PANOLA COUNTY SHERIFF'S DEPARTMENT, PANOLA COUNTY  
DETENTION CENTER, PROBATION OFFICES, ROAD AND BRIDGE  
WAREHOUSE RESTROOMS AND EXPOSITION CENTER**

It is the intent of these specifications to describe bidder qualifications, salary and wage requirements, employee requirements, insurance requirements, and a description of minimum requirements for proper cleaning of the Panola County Courthouse, Annexes, Judicial Center, Panola County Sheriff's Department, Panola County Detention Center, Probation Offices, Road and Bridge Warehouse Restrooms, and Exposition Center.

**BIDDER QUALIFICATIONS:**

2. Minimum of five (5) years experience in cleaning multi-story buildings of a minimum of 30,000 square feet per building. Bidder shall attach references to bid.

**OR**

2. If bidder has not had minimum experience required, furnish a satisfactory Performance Bond in an amount equal to twelve (12) months compensation on the basis of the bid submitted, such bond to be conditioned as required and collectable by Panola County for failure to perform the terms and conditions of bid on contract. Letter of Commitment for Performance Bond shall be attached to bid.

**SALARIES AND WAGES:**

3. Panola County and Contractor agree the Contractor is an independent contractor under this agreement and will in no way be considered to be an agent, partner, or employee of Panola County.
4. Salaries and wages of employees and any other amounts required to be paid under state and federal law, payroll taxes, unemployment insurance and FICA shall be paid by Contractor.

**EMPLOYEES:**

5. Contractor must employ and use adequately trained employees, and a qualified supervisor properly trained to insure that all phases of the contract are properly performed in a professional manner.

6. Contractor agrees to comply fully with all state and federal laws and regulations including those of the U. S. Naturalization and Immigration laws, equal employment opportunity, hours and wages of employees, occupational safety and health, and discrimination.

**INSURANCE:**

7. Contractor shall obtain and maintain in effect at all times during the term of the contract the following insurance, and will provide Certificates of Insurance to Contract Administrator prior to commencing contract:
  - A. Workers' Compensation;
  - B. Bodily Injury with limits of \$500,000 for each person and \$500,000 for each incident or occurrence.

**INDEMNITY:**

8. Contract shall indemnify, hold harmless and defend Panola County, its representatives, employees, and agents from and against all claims, causes of actions or lawsuits, including negligence; the condition or use of personal property; damages; death or injuries to persons or property; including but not limited to attorney's fees and litigation expenses regarding or concerning or arising out of or resulting from or alleged to have been sustained by Contractor or Contractor's employees in connection with Courthouse Maintenance Agreement. The express indemnity of Panola County by Contractor includes any alleged negligence acts or omissions of Panola County in any action, claim, or suit brought against Panola County, its representatives, employees, agents, invitees, and licensees by Contractor, its agents, employees, representatives, volunteers, invitees, or any guest of the Contractor.

**AREAS OF RESPONSIBILITY:**

9. Contractor will be responsible for proper maintenance and cleaning of all areas of the Panola County Courthouse, Annexes, Judicial Center, Panola County Sheriff's Department, Probation Offices, and all areas of the Panola County Detention Center (except the cell area), Road and Bridge Warehouse Restrooms, and Exposition Center.

RESPONSIBILITY INCLUDES MAINTENANCE AND CLEANING OF AREAS OUTSIDE EACH ENTRANCE OF THE COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY SHERIFF'S DEPARTMENT, PANOLA COUNTY DETENTION CENTER, PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE RESTROOMS, AND EXPOSITION CENTER.

**MANNER AND FREQUENCY OF CLEANING:**

**NOTE: IT WILL BE NECESSARY TO CLEAN SOME AREAS PRIOR TO CLOSE OF BUSINESS EACH DAY.**

**10 WORK TO BE PERFORMED DAILY:**

- A. Public areas (hallways, stairways, elevator, etc.):
  - i. Vacuumed, swept, and mopped so that no dirt, trash, paper clips, staples, etc. are left on the floors, this includes areas under benches, trash cans, etc.
  - ii. Walls, baseboards, and handrails spot checked and cleaned.
  - iii. Hallway benches and chairs spot checked and cleaned.
  - iv. Drinking fountains thoroughly cleaned.
  - v. Trash cans emptied and liners replaced.
  - vi. Carpet in all halls and corridors vacuumed with an industrial type vacuum and spot cleaned.
  
- B. Entrances:
  - i. All exterior walkways swept, including steps at main entrance.
  - ii. All glass entries cleaned with "Windex" type product so that glass is clear of fingerprints, smudges, etc.
  - iii. All cobwebs, etc. swept down.
  - iv. Doors spot checked and cleaned of dirt, smudges, etc.
  
- C. Restrooms:
  - i. Toilet bowls and urinals thoroughly cleaned both on the inside and outside of the bowls and urinals.
  - ii. Floors swept so that there is no paper, dirt, paper clips, etc. left on the floors.
  - iii. Floors mopped so that they are clean of all dirt, water spots, etc., paying particular attention to areas around toilet bowls, urinals and sinks.
  - iv. Walls spot cleaned.
  - v. Doors to stalls and partitions between stalls thoroughly cleaned.
  - vi. Sinks thoroughly cleaned.
  - vii. Window sills dusted.
  - viii. Hand towels, toilet tissue, soap dispensers, and room deodorant checked and replaced.
  - ix. Trash cans emptied, liners replaced, and front of trash receptacle cleaned.
  - x. Mirrors cleaned.
  
- D. Offices and Courtrooms:
  - i. Swept or vacuumed so that there is no dirt, paper clips,

- staples, etc. left of floors. This includes all accessible areas such as under desks, chairs, waste paper baskets, etc.
- ii. Offices with vinyl floors mopped unless otherwise directed by department head.
- iii. Trash cans emptied and liners replaced.
- iv. Desk and work station tops cleaned and shined with a cleaner appropriate for the surface. This includes the entire tops (under calendars, staplers, tape dispensers, etc.) and all other areas where work has been properly removed from desk.
- vi. Vinyl furniture spot cleaned.

- E. Contractor shall make sure that all lights are turned off in offices, all office and courtrooms doors are locked, and all exterior Courthouse doors are locked prior to leaving the building at night.

**11. WORK TO BE PERFORMED WEEKLY:**

- A. Front lobbies of all buildings and all vinyl floors buffed.
- B. Marble walls spot cleaned.
- C. Dust:
  - i. Baseboards.
  - ii. Pictures and other wall hangings.
  - iii. File cabinet tops.
  - iv. Interior window sills and ledges.
  - v. Lamps, vases, coffee, and end tables, and other such standard office furniture.
  - vi. Counter and table tops.
  - vii. Tops of partitions and door frames.
- D. General housekeeping (see 10 A, B, C, & D above) of College Street Annex.
- E. Road and Bridge Warehouse Restrooms.

**12. WORK TO BE PERFORMED QUARTERLY:**

- A. Venetian blinds vacuumed.
- B. All marble walls thoroughly cleaned and polished.
- C. All baseboards thoroughly cleaned of dust, dirt, water, and wax spots, etc.
- D. Corridors and halls with carpet to be shampooed.
- E. Automatic floor scrubber used on all halls and corridors without carpet.
- F. Woodwork in Judicial Building wiped down with lemon oil.

**13. WORK TO BE PERFORMED SEMI-ANNUALLY:**

- A. Courthouse main lobby and hallway floor stripped and waxed.

- B. Detention Center lobby and hallway floors stripped and waxed.
- C. Judicial Building lobbies stripped and waxed.
- D. Interior of windows cleaned with a "Windex" type product.
- E. Wooden desks, chairs, etc. polished.
- F. Maintenance rooms and closets cleaned.

14. **WORK TO BE PERFORMED ANNUALLY:**

- A. All office vinyl floors stripped and waxed.
- B. Carpet in offices shampooed.
- C. Venetian blinds removed, washed and replaced.
- D. Wash 1<sup>st</sup> and 2<sup>nd</sup> floor outside windows of Panola County Courthouse and Panola County Sheriff's Department.

ON ALL WORK REQUIRED TO BE PERFORMED QUARTERLY, SEMI-ANNUALLY AND ANNUALLY, CONTRACTOR WILL PROVIDE THE CONTRACT ADMINISTRATOR A DETAILED WORK SHEET WITHIN FIFTEEN (15) DAYS THAT WILL SHOW WHAT WORK WAS PERFORMED, WHEN IT WAS PERFORMED, AND WHO DID THE WORK. PANOLA COUNTY RESERVES THE RIGHT TO REQUEST SUCH DOCUMENTATION ON ALL WORK PERFORMED UNDER THESE SPECIFICATIONS.

**EXPOSITION CENTER:**

To be cleaned on a monthly basis either at the beginning or end of each month.

**SUPPLIES:**

- 15. Contract will supply equipment (including floor scrubber and industrial type vacuum). Panola County will furnish all cleaning supplies (including trash can liners), restroom supplies (including toilet tissue, hand towels, hand soap and room deodorant).

**CONTRACT PERIOD:**

- 16. Contract will be for a period beginning January 1, 2016 and ending December 31, 2016.
- 17. This Contract is non-assignable and cannot be sublet to any third party.

**CANCELLATION**

- 18. Panola County has the right to cancel Contract with successful bidder by giving thirty (30) days written notice of intent to cancel for failure to satisfactorily perform any of the terms, conditions or obligations required. Any misconduct, unsatisfactory service or work or violation of the bid requirements is grounds for termination.
- 19. Contract shall have the right to cancel only for non-payment.



**COMPENSATION:**

20. Payment for services will be made in equal monthly installments during the term of the Contract with payment being due on or before the 10<sup>th</sup> of the month following service upon receipt of an invoice from Contractor.

## BID FORM AND CONTRACT HOUSEKEEPING

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, 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 understand that the bid should include delivery to the Panola County Courthouse in Carthage, Texas.

I (we) hereby agree to perform janitorial services at the Panola County Courthouse, Annexes, Judicial Center, Panola County Sheriff's Department, Detention Center, Probation Offices, Road and Bridge Warehouse Restrooms, and Exposition Center as set out in the foregoing Invitation to Bid and Specifications (which shall be attached to and made a part of this contract) for the period of January 1, 2016 to December 31, 2016 for the sum of.

**JANITORIAL SERVICES:**

\$ \_\_\_\_\_ Per Month

Exceptions to specifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

ACCEPTED:

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
DATE

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
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:

**9:00AM., MONDAY, NOVEMBER 9, 2015**

MARK ENVELOPE

**“BID, (ONE) ½ TON PICK UP**

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.

Any questions concerning this invitation to Bid and specifications should be directed to John DePresca, Chief Deputy, at (903) 693-0333.

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SIGNATURE OF BIDDER

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**BID, (ONE) ½ TON PICK UP**

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 216A  
CARTHAGE, TEXAS 75633**

Not later **than 9:00 A.M., Monday, November 9, 2015**

MARK ENVELOPES:

**“BID, (ONE) ½ TON PICK UP**

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

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SIGNATURE OF BIDDER

**BID, (ONE) ½ TON PICK UP**

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR **ONE (1) ½ ton pick up** FOR USE BY PANOLA COUNTY SHERIFF'S OFFICE. THE TRUCK SHOULD MEET THE FOLLOWING SPECIFICATIONS:

1. Truck shall be at least a **2015** model. 2 or 4 wheel drive will be considered.
2. Engine: Truck shall be equipped with at least a 5.3 L gasoline engine
3. Transmission: 6 speed automatic with overdrive and tow/haul
4. Mechanical: High output alternator, high capacity air filter, heavy duty and auxiliary battery, 110 volt power outlet, locking rear differential.
5. Interior: Power steering and brakes, power door locks and windows, a/c, tilt wheel, am/fm stereo
6. Exterior: Silver or gray in color ,halogen headlamps, locking tailgate, crew cab
7. Delivery: Trucks shall be ready for pick up within a 200 mile radius of Panola County before NOVEMBER 13, 2015.

QUESTIONS CONCERNING THIS BID SHOULD BE DIRECTED TO JOHN DEPRESCA, CHIEF DEPUTY, AT 903-693-0333.

SIGNATURE OF BIDDER \_\_\_\_\_

BID FORM AND CONTRACT

**BID, (ONE) 1/2 TON PICK UP**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR  
FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS  
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 advertisement, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject and and/or all bids.

**TOTAL PRICE** \$ \_\_\_\_\_

Exceptions to specifications:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_

SIGNATURE OF BIDDER \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

ACCEPTED:

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
DATE



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, 2015 thru December 31, 2015.**

**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 submittal of 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.

**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.

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SIGNATURE OF BIDDER

**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 information sufficient to determine bidder's ability to meet these minimum standards listed above.

**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.

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SIGNATURE OF BIDDER

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Panola 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 indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Panola County growing out of such injury or damages.

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 a 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 to be in the best interest of the county.

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 lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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SIGNATURE OF BIDDER

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.

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, Article 601f V.T.C.S. 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.

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SIGNATURE OF BIDDER

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.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **John DePresca, Chief Deputy, Panola County Sheriff's Office at (903)693-0333.**

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SIGNATURE OF BIDDER



**PANOLA COUNTY 2015 BUDGET AMENDMENT #20**  
**October 12, 2015**

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
<b>GENERAL FUND</b>			
<b>REVENUES</b>			
<u>100-330-41150</u>	EXPOSITION BUILDING	9,888	
<u>100-330-41170</u>	INDIGENT DEFENSE SERVICES GRANT	8,551	
<u>100-330-41186</u>	STATE 911	34,348	
			<u>52,787</u>
<b>MISC. &amp; NON-DEPARTMENTAL</b>			
<u>100-409-52010</u>	SOCIAL SECURITY	765	
<u>100-409-52030</u>	RETIREMENT & DEATH BENEFITS	2,402	
<u>100-409-54101</u>	COMPUTER SERVICES & SUPPLIES	(12,777)	
<u>100-409-54150</u>	PROFESSIONAL SERVICES	4,500	
<u>100-409-55270</u>	FURNITURE & EQUIPMENT	39,458	
			<u>34,348</u>
<b>CRIMINAL DISTRICT ATTORNEY</b>			
<u>100-477-51050</u>	SECRETARIES	5,150	
<u>100-477-51092</u>	PART-TIME SECRETARY	(7,032)	
<u>100-477-52010</u>	SOCIAL SECURITY TAXES	92	
<u>100-477-52020</u>	GROUP MEDICAL & LIFE INSURANCE	995	
<u>100-477-52030</u>	RETIREMENT & DEATH BENEFITS	289	
<u>100-477-52040</u>	WORKERS COMPENSATION	5	
<u>100-477-52060</u>	UNEMPLOYMENT INSURANCE	3	
<u>100-477-52070</u>	OTHER POST EMPLOYMENT BENEFITS	498	
<u>100-477-53100</u>	OFFICE SUPPLIES & REPAIRS	(1,500)	
<u>100-477-54270</u>	CONFERENCES AND DUES	4,000	
<u>100-477-54540</u>	PARTS REPAIRS GAS AND TRANS EXP	(2,500)	
			0
<b>SHERIFF'S DEPARTMENT</b>			
<u>100-560-54540</u>	PARTS REPAIRS GAS AND TRANS E	(75,000)	
<u>100-560-55270</u>	FURNITURE & EQUIPMENT	65,000	
			(10,000)
<b>CORRECTIONS/JAIL</b>			
<u>100-570-53560</u>	REPAIR AND MAINTENANCE SUPPLIES	(15,000)	
<u>100-570-54082</u>	JAIL BOARD-PRISONERS FOOD ETC	(25,000)	
<u>100-570-54080</u>	MEDICAL PRISONERS	50,000	
			10,000
<b>HEALTH &amp; PAUPERS CARE</b>			
<u>100-646-54890</u>	ATTORNEY FEES	8,551	

8,551

**YOUTH PROGRAMS**100-661-56040

EXPOSITION BLDG MAINTENANCE

9,8889,888**GRAND TOTAL GENERAL FUND**52,787**FM & LATERAL ROAD FUND**300-629-54080

CONTINGENCY

(4,500)

300-629-54430

UTILITIES

4,500**GRAND TOTAL FM & LATERAL ROAD FUND**0**OLD PROBATION  
REVENUES**600-360-41001

CASH BALANCE

4

INTEREST EARNINGS

3842**EXPENDITURES**600-695-55270

FURNITURE &amp; EQUIPMENT

4242**GRAND TOTAL OLD PROBATION FUND**42

PANOLA COUNTY  
2015  
BUDGET AMENDMENT #20

We hereby amend the Panola County Budget for the Fiscal Year 2015 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Sections 111.010 (d), 111.0106, 111.0107, 111.0108. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2015.

Signed on this 12<sup>th</sup> day of October, 2015.

Lellam Jones  
County Judge

Rome Le Gros  
Commissioner Precinct # 1

Joe R. Lanford Jr.  
Commissioner Precinct # 3

John Stedberg  
Commissioner Precinct # 2

Dale LaPrade  
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 12<sup>th</sup> day of October, 2015 as the same appears on file in the office of the County Clerk of Panola County.

Barbara Davis  
County Clerk



**HP Care Pack™ Services Certificate**



**Issued To** BROOKE LIPSEY BROOKE LIPSEY  
COUNTY OF PANOLA  
110 S SYCAMORE ST STE 110  
CARTHAGE TX  
UNITED STATES

**Contact For Service** HEWLETT PACKARD

**Ordered**  
HP587E

**Quantity**  
1

**Service Description**  
HP 3yNbd+DMR Dsnjt T1300-44in HW Support

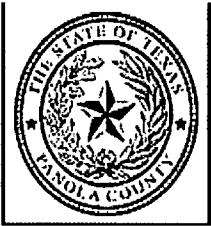
Kindly refer to the attached pages for Registration Information  
For details, see Terms and Conditions document

**This Certificate is your official proof of purchase**  
**Please keep it for your records**

Registration Information



Product Serial No.	Product Number	Product Description	HP Care Pack Serial Number	Expiry Date
CN565MH021	CR652A	HP Designjet T1300 44inPS ePrinter	XP937BW4T586	09/18/2018



**FISCAL YEAR 2016**  
**VEHICLE INVENTORY TAX INTEREST FUND**

VOL. 96 PAGE 109

**Fund: 190 - V.I.T. INTEREST**  
**REVENUES**

	<b>CASH BALANCE</b>	881
<u>190-360-41001</u>	INTEREST EARNINGS	20
		<u>901</u>

**EXPENDITURES**

<u>190-499-51040</u>	DEPUTIES	627
<u>190-499-52010</u>	SOCIAL SECURITY TAXES	48
<u>190-499-52030</u>	RETIREMENT & DEATH BENEFITS	151
<u>190-499-52040</u>	WORKERS COMPENSATION	10
<u>190-499-52060</u>	UNEMPLOYMENT INSURANCE	4
<u>190-499-52070</u>	OTHER POST EMPLOYMENT BENEFITS	61

**Fund 190 Total:** 901

*Debbie Crawford*

APPROVED BY DEBBIE CRAWFORD, PANOLA COUNTY TAX ASSESSOR/COLLECTOR

*10/8/15*  
DATE

In accordance with section 111.095 of the local government code I hereby approve and submit this budget to the county budget officer.

APPROVED

10-12-2015

*LAJ*

Lee Ann Jones,  
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

VOL. 96 PAGE 110

NAME:

*Lee Ann Jones*

POSITION:

*County Judge*

DEPARTMENT:

*County Judge*

DATE:

*September 29, 2015*

CONFERENCE:

*Fall Judicial Education Session*

LOCATION:

*Dalton, GA*

DATES:

*11-18-2015 to 11-20-2015*

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

*4*

Does the conference meet your educational requirements for the year?

*Yes*

If not, how much of your requirements will be met by this conference?

How much of your requirements have been met already, not counting this conference? *33*

How many days have you been away from your job this year for conferences, not counting this conference? *8*

Do you have sufficient funds in your budget for this conference?

*Yes*

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

*To fulfill 40 hour education requirement for new judges.*

APPROVED  
10-12-2015  
*LAJ*  
Lee Ann Jones,  
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Bryan Murff

POSITION: Constable #4

DEPARTMENT: Panola County

DATE: 10/7/2015

CONFERENCE: Continuing Education for Constables

LOCATION: Huntsville TX

DATES: Dec 6 2015 to Dec 11 2015

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

Does the conference meet your educational requirements for the year? YES

If not, how much of your requirements will be met by this conference? \_\_\_\_\_

How much of your requirements have been met already, not counting this conference?

New cycle

How many days have you been away from your job this year for conferences, not counting this conference? \_\_\_\_\_

Do you have sufficient funds in your budget for this conference? YES

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

CEU's for Constables new training cycle

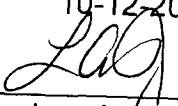
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PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

VOL. 96 PAGE 112

APPROVED  
10-12-2015  
  
Lee Ann Jones,  
County Judge

NAME: Bobbie Davis  
POSITION: County Clerk  
DEPARTMENT: County Clerk  
DATE: 10/7/15

CONFERENCE: Annual Vital Statistics Conference

LOCATION: Austin, Texas

DATES: December 9 to December 11, 2015

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

Does the conference meet your educational requirements for the year? no

If not, how much of your requirements will be met by this conference? \_\_\_\_\_

How much of your requirements have been met already, not counting this conference? 0

How many days have you been away from your job this year for conferences, not counting this conference? 0

Do you have sufficient funds in your budget for this conference? yes

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

This conference will cover new statutes, rules and regulations relating to vital statistics.

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