

PANOLA COUNTY SHERIFF'S OFFICE

Office: 903.693.0333
Fax: 903.693.9366



314 W. Wellington
Carthage, Texas 75633

Sheriff Kevin Lake

October 30, 2018

FROM: John DePresca, Chief Deputy, Panola County Sheriff's Office
TO: Honorable Leeann Jones, Panola County Judge
SUBJECT: LAW ENFORCEMENT TOWING CONTRACT

In fiscal year 2018 the Commissioners' Court had awarded this contract to Cutter Towing Company, owned by Mr. Roy Carpenter of Beckville, Tx. Among the specifications of the contract Cutter Towing Company is required to have available a wrecker truck for light or medium duty towing and a wrecker truck for heavy duty towing. On no less than two occasions in the past two weeks when Panola County Sheriff's Office radio dispatchers notified Cutter Towing Company that a heavy duty wrecker was required at the scene of an incident they were informed by Cutter representatives that they no longer have a wrecker of that type. This requires Sheriff's Office personnel to locate another wrecker company, not under contract with the County, to remove the vehicle that is blocking a roadway in order to remove the danger to the motoring public. Numerous attempts to have Mr. Carpenter contact the Sheriff's Office have had no results.

In view of the above and in accordance with the terms of the contract Panola County must give written notice to Mr. Roy Carpenter of Cutter Towing Company that they may be in default of the contract. A copy of that specification is included with this letter. It is requested your office mail a certified letter to Cutter Towing Company and place an item on the November 13, 2018 Commissioners' Court agenda to discuss whether the contract between Panola County and Cutter Towing company should be terminated.


John DePresca

Cc: Kevin Lake, Panola County Sheriff

Jennifer Stacy, Panola County Auditor

Honesty, Integrity, Service

CALL NOTES REPORT314 W. Wellington
Carthage, TX 75633**Panola County
Sheriff's Office**

Call Number; Officer Assigned
38790-18 SAMFORD, JACOB; CURRY, TRAVIS D; Mojica, Richard; COMMANDER, CHANCE

INITIAL CALL INFORMATION

Call Type	Date	Time	Location	Address	Area
Information	10/27/2018	12:19 AM	79N BEFORE JIM REEVES MEMORIAL	79N CARTHAGE TX 75633	Precinct 3

REPORTED BY INFORMATION

Method	Reported By	Address	Phone	Operator	Priority
Deputy Initiated		No Known Address		Bailey, Valerie	Non-Emergency

Officer(s) Assigned	Date Assigned	Notified	Arrived	Cleared	Disposition
Samford, Jacob	10/27/2018		12:19 AM	4:16 AM	Arrested
Curry, Travis D	10/27/2018		12:43 AM	2:20 AM	Responded
Mojica, Richard	10/27/2018	12:35 AM	12:54 AM	3:23 AM	Responded
Commander, Chance	10/27/2018	12:34 AM	12:36 AM	1:48 AM	Responded

Call Notes

ON 10/27/2018 322 CONDUCTED A TRAFFIC STOP AT 79N BEFORE JIM REEVES MEMORIAL. 322 REQUESTED 28 ON MN: 3930STP- JACK TRANSPORT AT 0019. 322 REQUESTED 27 ON MN:K811105537610- VANDERVEST, JOEL AND SMITH, DEBORAH 12-28-1961 AT 0027. 322 REQUESTED K-9 AT 0033. 312 WAS NOTIFIED AT 0035. 1355 OUT WITH 32 AT 0036. 319 STATED HE WAS OUT WITH 322. 322 REQUESTED 28 ON VA: YA57699- LAR PETROLEUM INC. 312 IS OUT WITH 322 AT 0054. 322 REQUESTED 43 ON BOTH SUBJECTS. 312 STATED LOG ALERT AT 0101. 312 STATED TO LOG 41 FOUND AT 0119. 322 STATED TO LOG LOW BATTERY ON BODY CAM AT 0135. 312 STATED VANDERVEST MIRANDIZED AT 0136. 312 ADVISED VANDERVEST IN CUSTODY AT 0136. 319 STATED HE WAS ENROUTE TO YATES AT 0147. 1355 WENT BACK 10-8 AT 0148. 322 REQUESTED LARGE DUTY WRECKER. DISPATCH CONTACTED CUTTER WHO STATED THEY DONT HAVE A LARGE DUTY WRECKER. DISPATCH CONTACTED 302, WHO STATED TO CONTACT NEXT LARGE ROTATION. DISPATCH CONTACTED ABC WRECKER. 319 OUT AT YATES AT 0159. 319 BACK 10-8 FROM YATES AT 0220. 312 ADVISED HE WOULD BE GIVING SMITH, DEBORAH A COURTESY RIDE TO GRAVES TUCK STOP AT 0323, BM: 48137 EM: 48142. 312 STATED WRECKER ON SCENE AT 0323. 312 STATED HE WAS BACK AT STATION 2 AT 0335. 322 ADVISED WRECKER HAS POSSESSION OF VEHICLE. 322 STATED 10-95 ENROUTE TO THE JAIL AT 0342. 322 BACK 10-8 AT 0416.

CALL NOTES REPORT314 W. Wellington
Carthage, TX 75633**Panola County
Sheriff's Office**

Call Number; Officer Assigned

38834-18 BOWEN, HEATHER

INITIAL CALL INFORMATION

Call Type	Date	Time	Location	Address	Area
Miscellaneous-See Call Notes	10/29/2018	10:32 AM	PCSO	No Known Address	Precinct 1

REPORTED BY INFORMATION

Method	Reported By	Address	Phone	Operator	Priority
Deputy Initiated	383, BOWEN HEATHER	314 W WELLINGTON CARTHAGE TX 75633		BOWEN, HEATHER	Non- Emergency

Officer(s) Assigned	Date Assigned	Notified	Arrived	Cleared	Disposition
Bowen, Heather	10/29/2018	10:32 AM	10:32 AM	10:35 AM	Telephone Response

Call Notes

383 CONTACTED DUTY WRECKER, CUTTER TOWING, TO VERIFY WHAT IS AVAILABLE IN THE EVENT THAT DISPATCH NEEDED A WRECKER. CUTTER TOWING ADVISED THAT REGULAR WRECKER WAS IN SERVICE BUT SOLD LARGE WRECKER TO GARRETT'S TOWING. 383 ASKED WHAT IF COUNTY NEEDS A LARGE WRECKER. CUTTER'S DISPATCH ADVISED THAT THEY HAVE BEEN CONTACTING GARRETT'S TO BACK THEM UP SINCE THEY NO LONGER HAS A LARGE WRECKER. 383 ADVISED 302 ABOUT THE MATTER.

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.

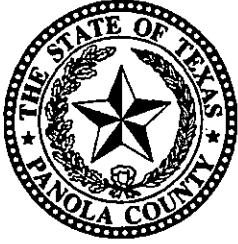
INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

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.

SIGNATURE OF BIDDER



County of Panola

110 S. Sycamore • Room 216-A
Carthage • Texas 75633
Phone 903-693-0391 • Fax 903-693-2726

County Judge
Lee Ann Jones

County Commissioners
Ronnie LaGrone, Pct. #1
John Gradberg, Pct. #2
Craig Lawless, Pct. #3
Dale LaGrone, Pct. #4

October 30, 2018

Mr. Leon Carpenter
Cutter Towing
401 CR 250
Beckville, Texas 75631

Dear Mr. Carpenter:

It has come to the attention of this office that the contract between Panola County and Cutter Towing Company for Law Enforcement Towing may be in default. Panola County Sheriff's Office records indicate that on at least two occasions representatives from your company have indicated to Sheriff's Office dispatchers you were unable to provide a heavy duty wrecker to remove vehicles that were creating a danger to the motoring public.

In compliance with the specifications of said contract, please allow this correspondence to serve as notification of the possible default and to give you the required two working days to remedy the situation to the satisfaction of Panola County. A copy of that specification is included for your review.

On November 13, 2018 meeting of the Panola County Commissioners' Court, at 1:30 p.m., the Court will discuss this matter and upon the possibility of the termination of this contract. You are invited to attend.

Sincerely,

LeeAnn Jones
County Judge

LAJ:vh
Enclosure

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.

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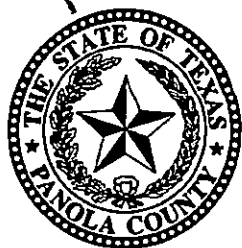
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County of Panola

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Ronnie LaGrone, Pct. #1
John Gradberg, Pct. #2
Craig Lawless, Pct. #3
Dale LaGrone, Pct. #4

November 13, 2018

Mr. Garrett LaGrone
LaGrone Towing
511 East Sabine
Carthage, Texas 75633

NOTIFICATION OF BID AWARD

This is to notify you that your company has been awarded a contract by the Panola County Commissioners' Court on November 13, 2018. The contract commences November 13, 2018 and ends December 31, 2018.

You have been awarded the bid for the following items and/or services:

DESCRIPTION OF ITEMS/SERVICES

BID PRICE

Towing

As Bid



COUNTY JUDGE

November 13, 2018

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:

1:30 P.M. TUESDAY DECEMBER 12, 2017

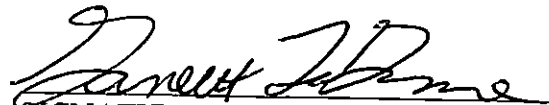
MARK ENVELOPE

"BID, LAW ENFORCEMENT TOWING"

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.


SIGNATURE OF BIDDER

INSTRUCTIONS/TERMS OF CONTRACT

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

BID, LAW ENFORCEMENT TOWING

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 1:30 P.M., TUESDAY, DECEMBER 12, 2017

MARK ENVELOPES:

"BID, LAW ENFORCEMENT TOWING"

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


SIGNATURE OF BIDDER

BID, LAW ENFORCEMENT TOWING

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR TOWING VEHICLES FOR THE PANOLA COUNTY SHERIFF'S OFFICE. THE BIDS SHOULD MEET THE FOLLOWING SPECIFICATIONS:

Definitions: Law Enforcement Tow—A non-consensual tow requested by a peace officer at a crime scene, arrest, traffic hazard, recovered stolen vehicle or abandoned vehicle, or a disabled law enforcement vehicle. Does NOT include vehicles involved in a traffic collision.

SPECIFICATIONS:

1. All trucks and vehicle storage facility shall be in compliance with rules set by the Texas Department of Licensing and Regulation.
2. Successful bidder shall have at least 2 trucks located in Panola County. One for light/medium duty towing and one for heavy duty towing, must be radio equipped and be available to respond to calls 24 hours a day.
3. Company shall provide no more than 2 telephone numbers to the PCSO and the truck shall be in service and responding within 30 minutes.
4. The business office and storage yard shall be located in Panola County and unless otherwise directed the vehicle shall be brought to the storage yard.
5. The storage yard shall be readily accessible to the public, free of hazards in public access areas, and shall display a sign identifying the facility by name and a 24 hour telephone number.

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

SIGNATURE OF BIDDER



BID FORM AND CONTRACT

BID. LAW ENFORCEMENT TOWING

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 any and/or all bids.

Law Enforcement Tows within Panola County
Light \$ 150.⁰⁰ Medium \$ 150.⁰⁰ Heavy \$ 225.⁰⁰

Law Enforcement Tows within 25 miles of Panola County
Light \$ 150.⁰⁰ Medium \$ 150.⁰⁰ Heavy \$ 225.⁰⁰

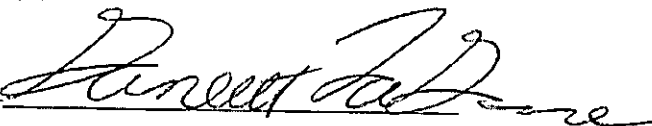
Storage Fee (after 24 hours) under 25 feet in length \$ 20.⁰⁰ per day

Storage Fee (after 24 hours) over 25 feet in length \$ 35.⁰⁰ per day

ANY NOTIFICATION FEES SHOULD NOT BE INCLUDED IN THE BID

LOWEST DOLLAR BID WILL BE CALCULATED AND AWARDED BASED ON
THE AVERAGE FEE CHARGED FOR TOWING ONLY. STORAGE FEES WILL
NOT BE INCLUDED IN THE AVERAGE.

SIGNATURE OF BIDDER



SEE Exemptions page attached B

Danett Laine

SIGNATURE

LaGrone Towing

COMPANY NAME

511 East Sabine Canby

ADDRESS

Tx 75633

CITY

STATE

ZIP

903-683-5782

TELEPHONE NUMBER

DATE

ACCEPTED:

Rebecca Jones

COUNTY JUDGE

DATE

11-14-18

GARRETT'S WRECKER SERVICE

EXCEPTIONS: for Non County Vehicle Tows (NON-CONSENT)

Heavy Non-Consent:

18 Wheelers May or May not require extra labor to move or haul the Vehicle and or Load from blocking the roadway. (pulling drivelines, axles, cage brakes, broken airlines, or offloading truck or trailers) this is a process that requires extra labor in addition to the scheduled rates of contract.

Arrest made by Panola County Sheriff's Dept. frequently are towed to Armory; vehicles towed to Armory will be at bid price: from point A to point B. Secondary towing if necessary from Armory to Storage Facility will be a secondary tow at same bid price, this is in Accordance with TDLR.

Any tire or mechanical subcontract labor involved with Removal of a Disabled 18 Wheeler or Heavy Duty Non Consent Tow this will be billed accordingly in addition to contract rates.

In Recovery of Small, Medium, or Large Non consent that is located off of public roadway, may or may not require extra labor (winching, burnt, debris cleanup, stripped vehicles, will need to be billed extra Labor accordingly.

On Any vehicle that is removed from roadway by Garrett's Wrecker Service, ordered by Panola County Sheriff's Dept. according to the Contract will be moved for the contract scheduled fees. (Point A to Point B clearing the roadway plus any fees deemed necessary to do so.) Once vehicle is at Stationary Safe Location, Any and All other tows or negotiations with the said vehicle owner, company owner or any other registered legal owner will be between Garrett's Wrecker Service and owner will not be bound under contract fees. They will receive our service to further aid in the delivering of their vehicle according to our company's fee schedule.

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, 2018 thru December 31, 2018.**

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/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.

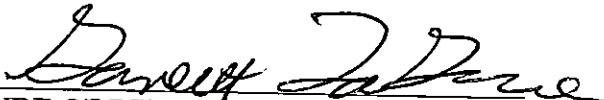
MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

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.


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.


SIGNATURE OF BIDDER

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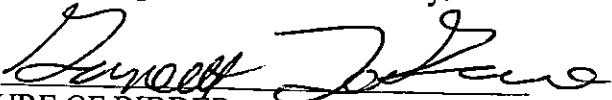
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SAMPLES: When requested, samples shall be furnished free of expense to Panola County.


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.**


SIGNATURE OF BIDDER