

Panola County Sheriff's Office

Sheriff Sarah Fields

Office 903-693-0333
Fax 903-693-9366

314 W Wellington
Carthage, Texas 75633

September 8, 2021

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

Dear Judge Jones,

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

Please record the employment of Jordan Holland as a Communications Officer for the Panola County Sheriff's Office at a pay rate of \$15.29 per hour effective September 11, 2021.

Sincerely,

A handwritten signature in black ink that reads "Sarah Fields". The signature is written in a cursive, flowing style.

Sarah Fields
Sheriff

KL/lw

CC: Jennifer Stacy
Joni Reed

September 9, 2021

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Joni Reed, County Treasurer

SUBJECT: EFFECTIVE DATE OF SEPARATION OF EMPLOYMENT:

Please be advised of the effective date of separation of employment for Anson Jones, Temporary Operator, for Panola County Road & Bridge Department, Pct. 1, effective September 8, 2021 at 5:00 pm.

Melanie Earle

Melanie Earle

Road and Bridge

Warehouse Coordinator

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, OCTOBER 12, 2021.

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, 2022** and continuing until **December 31, 2022**.

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, OCTOBER 12, 2021**.

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

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, 2022 thru December 31, 2022.**

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.

Signature of Bidder

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

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

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

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

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

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

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

Signature of Bidder

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

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

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

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with 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

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, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

Signature of Bidder

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

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

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

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

Signature of Bidder

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

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

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

INDEMNITY.

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

Texas Government Code Sec. 2270.002 Provision Required in Contract:

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

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

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 2022 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.

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 2/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	\$ _____	

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:

SIGNATURE OF BIDDER

Date: _____ BIDDER: _____

ADDRESS: _____

TEL. #: _____

Date Accepted Bid Offer:

PANOLA COUNTY, TEXAS

By: _____

BIDDER LIST

BRYAN & BRYAN
P.O. BOX 625
HENDERSON, TEXAS 75652

903-657-2391

ATTN: TIM BRITTON

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, OCTOBER 12, 2021.

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, 2022** 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 **1:30 P.M., TUESDAY, OCTOBER 12, 2021.**

MARK ENVELOPES:

“CORRUGATED STEEL PIPE CULVERTS”

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

SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2022 thru December 31, 2022.**

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.

Signature of Bidder

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

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

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

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

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

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

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

Signature of Bidder

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

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

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

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with 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

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, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

Signature of Bidder

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

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

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

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

Signature of Bidder

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

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

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

INDEMNITY

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

Texas Government Code Sec. 2270.002 Provision Required in Contract:

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

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

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 **2022 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, 2022 to December 31, 2022**.

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 2022**, 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: _____

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, OCTOBER 12, 2021.

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.

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, 2022** 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 **1:30 P.M., TUESDAY, OCTOBER 12, 2021.**

MARK ENVELOPES:

“POLYETHYLENE CORRUGATED CULVERTS”

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

SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2022 thru December 31, 2022.**

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. The signer of the bid, guaranteeing authenticity, must initial any interlineation, alteration or erasure made before opening time.

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.

Signature of Bidder

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/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.

Signature of Bidder

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

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

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

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with 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

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, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

Signature of Bidder

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

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

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

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

Signature of Bidder

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

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

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

INDEMNITY

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

Texas Government Code Sec. 2270.002 Provision Required in Contract:

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

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

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, 2022 through December 31, 2022**.

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 2022** 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

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, OCTOBER 12, 2021.

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, 2022** and continuing to **December 31, 2022**.

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, OCTOBER 12, 2021**.

MARK ENVELOPES:

“GRAVEL”

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

SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2022 thru December 31, 2022.**

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.

Signature of Bidder

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

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

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

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

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

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

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

Signature of Bidder

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

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

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

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with 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

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, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

Signature of Bidder

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

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, https://www.ethics.state.tx.us/whatsnew/clf_info_form1295.htm, for more information.

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

Signature of Bidder

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

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

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

INDEMNITY:

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

Texas Government Code Sec. 2270.002 Provision Required in Contract:

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

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

Signature of Bidder

SPECIFICATIONS AND BID FORM FOR GRAVEL

TYPE	F.O.B.	DELIVERED
Arkansas SB-2 (PER YARDS)	\$	\$
Arkansas 2 ½" 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: _____

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, OCTOBER 12, 2021.

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, 2022** and continuing to **December 31, 2022**.

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, OCTOBER 12, 2021**.

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

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, 2022 thru December 31, 2022.**

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.

Signature of Bidder

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

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

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

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

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

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

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

Signature of Bidder

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

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

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

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with 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

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, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

Signature of Bidder

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

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

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

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

Signature of Bidder

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

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

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

INDEMNITY

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

Texas Government Code Sec. 2270.002 Provision Required in Contract:

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

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

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

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:

1:30 P.M., TUESDAY, OCTOBER 12, 2021.

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, 2022** and continuing to **December 31, 2022**.

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, OCTOBER 12, 2021**

MARK ENVELOPES:

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

SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2022 thru December 31, 2022.**

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.

Signature of Bidder

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/maker 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.

Signature of Bidder

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

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

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

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with 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

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, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

Signature of Bidder

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

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

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

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

Signature of Bidder

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

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

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

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

Texas Government Code Sec. 2270.002 Provision Required in Contract:

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

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

Signature of Bidder

SPECIFICATIONS AND BID FORM FOR CONCRETE / IRON ORE

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

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, etc... 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: _____

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 OCTOBER 12, 2021.

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, 2022** and continuing to **December 31, 2022**.

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 OCTOBER 12, 2021**.

MARK ENVELOPES:

“CRUSHED LIMESTONE”

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

SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2022 thru December 31, 2022.**

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.

Signature of Bidder

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/maker 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.

Signature of Bidder

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

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

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

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with 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

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, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

Signature of Bidder

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

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

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

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

Signature of Bidder

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

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

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

INDEMNITY

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

Texas Government Code Sec. 2270.002 Provision Required in Contract:

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

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

Signature of Bidder

SPECIFICATIONS AND BID FORM FOR CLAY

TYPE	FOB	DELIVERED
O" – 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 **TONS** only.

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 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

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, OCTOBER 12, 2021.

MARK ENVELOPE

“PUG MILLING”

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:

PUG MILLING

TO PROVIDE for an annual contract commencing January 1, 2022 and continuing to December 31, 2022.

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, OCTOBER 12, 2021.

MARK ENVELOPES:

“PUG MILLING”

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

SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2022 thru December 31, 2022.**

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.

Signature of Bidder

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.

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

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

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

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with 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

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

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

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

Signature of Bidder

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

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/maker 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.

Signature of Bidder

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

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.

Signature of Bidder

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

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

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

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

Signature of Bidder

INDEMNITY:

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

Texas Government Code Sec. 2270.002 Provision Required in Contract:

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

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

Signature of Bidder

PANOLA COUNTY

INSTRUCTIONS/TERMS OF CONTRACT

NOTICE OF INSURANCE SECTION

PLEASE READ CAREFULLY

Insurance Requirements: Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have B+ rating or better.

Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.

Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/\$500,000 by disease per occurrence/\$500,000 by disease aggregate.

Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Panola County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement. This coverage shall include a Waiver of Subrogation in favor of Panola County, Texas.

Panola County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Panola County, Texas through its County Judge, 110 S. Sycamore Rm 116A, Carthage, TX 75633, thirty (30) days written notice of same.

PUG MILLING

- 1. Description: This specification shall govern the processing of RAP and Sand in determined percentages by crushing, screening, sizing and the addition of refined Road Oil to RAP and Sand mixture through pug mill.**
- 2. Delivery/PO: County and vendor decides how many loads of road oil to be processed on any given day and at that time county personnel shall notify Panola County Road and Bridge Warehouse Coordinator to issue PO for delivery of product.**
- 3. Materials: The RAP and sand or other aggregates shall be supplied by the County. Refined Road Oil shall be used for blending with Rap and sand.**
 - a. The amount of road oil shall be determined by mix design. The amount of sand shall be determined by mix design, based on the specific end use. For proposalding purposes 3% road oil shall be used.**
 - b. RAP shall be screened and/or crushed to 1-inch max size prior to mixing in pug mill with sand and road oil.**
 - c. If 100% sand mix is used for Proposalsding purposes use 6.5% road oil**
- 4. Equipment: All equipment for processing materials shall be maintained in good repair and operating conditions.**
 - a. A material sizing unit shall include 1 power screen and 1 crusher each separate from the other, for the purpose of blending crushed oversized RAP in proper percentages with screened RAP**
 - b. Pug Mill shall be equipped with digital belt scales for continuous weighing of pulverized and sized RAP material, along with sand. The asphalt-metering device shall be capable of automatically adjusting the asphalt flow. Metering device shall deliver amount of road oil to within plus or minus 0.2 percent of the required amount by weight of RAP and sand. Meter shall also display amount of asphalt used at all times. Pug mill shall have minimum rate of 200 tons per hour.**
 - c. The road oil will be supplied by Panola County and each ticket shall have proof of tonnage from the supplier. The Pug mill shall have an asphalt meter that records the total gallons and/or tons from each load.**
 - d. Pug mill shall have a beltway belt scale system that will record and show the tons of material crossing the belt into pug mixer before road oil is mixed with it. Pug mill shall provide digital proof (picture and/or printed ticket), to Panola County Road and Bridge Department.**

5. **Payment:** Payment shall be made by the ton for processed material. The actual quantity of processed material shall be determined by digital proof and the road oil BOL combined.
6. **Cold Feed Bins:** Pug mill shall have 2 cold feed bins. The 1st bin used for RAP and the 2nd bin used for sand. Conveyors from bins shall deposit RAP and sand at various rates determined by mix design and County. Digital belt scales shall be used by each cold bin to assure proper proportioning of RAP and sand. Digital reading shall be verified on each material prior to mixing. For proposal purposes and 80% RAP and 2% sand mixture shall be maintained during mixing process.
7. Bids should be submitted on the attached bid form.
8. The term of the contract shall be from January 1, 2022 to December 31, 2022.
9. **Price Per Ton:**
 - a. Mixing only sand no screening or crushing of aggregates price will be \$ _____ per ton
 - b. If (RAP) is incorporated and Panola County requires the RAP to be screened, the price will be \$ _____ per ton.
 - c. If Panola County requires the RAP to be screened and oversize crushed the price will be \$ _____ per ton. These prices are based on finished material.
 - d. Each invoice shall identify the location of the work.

All labor, fuel, transportation costs necessary to operate the PUG MILL shall be the responsibility of the BIDDER.

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

THE ESTIMATED QUANTITY TO BE PROCESSED IN 2022 WILL BE AT LEAST 2000 TONS. HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR

EXCEPTIONS TO SPECIFICATIONS

1. _____

2. _____

3. _____

a. _____

b. _____

c. _____

4. _____

a. _____

b. _____

c. _____

5. _____

6. _____

7. _____

8. _____

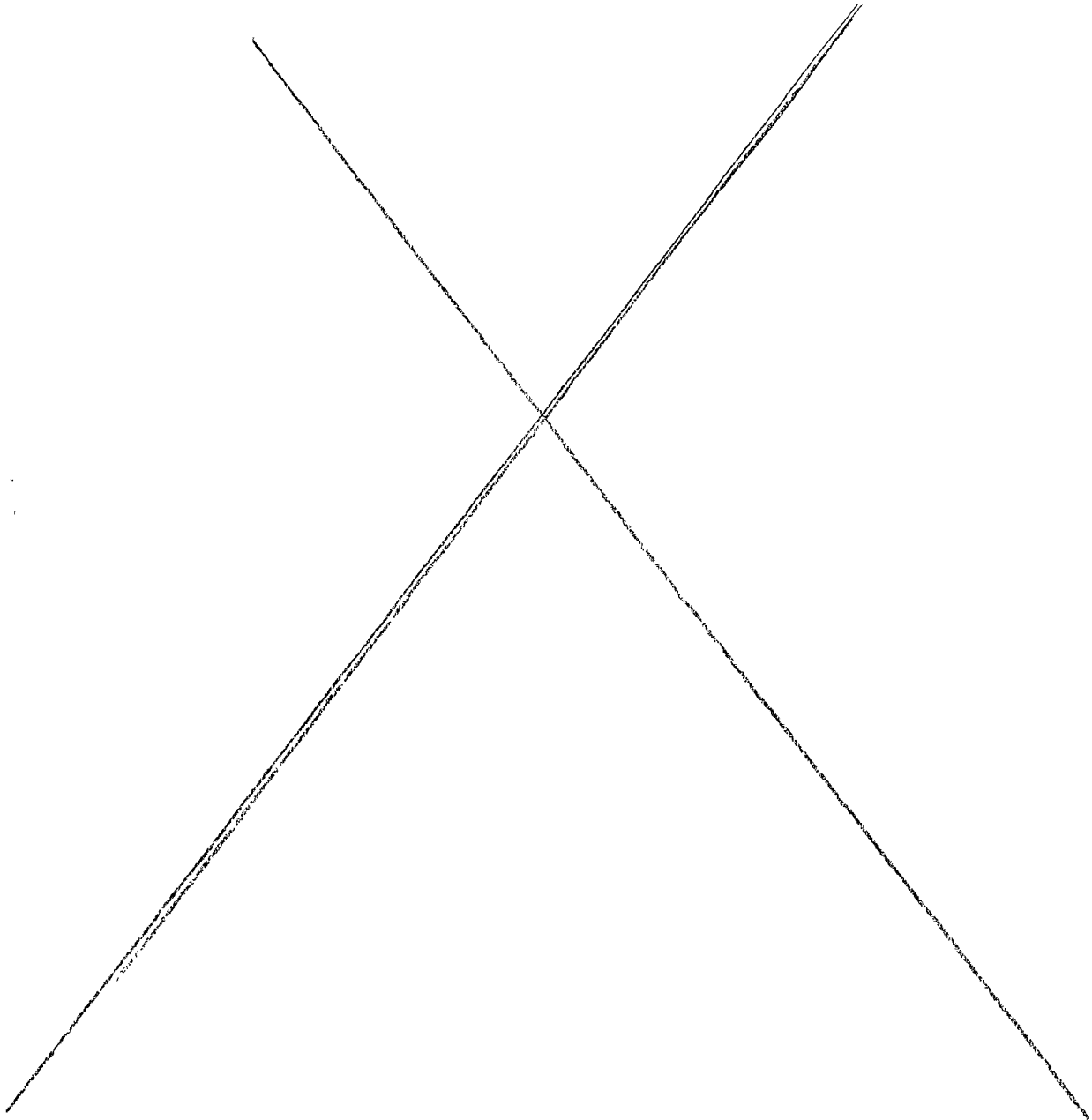
9. _____

a. _____

b. _____

c. _____

d. _____



SIGNATURE

COMPANY NAME

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

DATE

ACCEPTED:

COUNTY JUDGE

DATE

Non-collusion affidavit NON-COLLUSION AFFIDAVIT OF BIDDER State of Texas, County of Panola

_____, being first duly sworn, deposes and says that: (1) He/she is _____ of _____ hereinafter referred to as the "BIDDER"; (2) He is fully informed respecting the preparation and contents submitted _____, the BIDDER for certain work in connection with the County of Panola, Texas; (3) This bid is genuine and is not a collusive or sham bid. (4) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Panola or any person interested in the proposed Contract: and (5) The prices quoted in the bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signature)

(Title)

Subscribed and sworn to before me this __ day of _____, 20__

. By: _____

(Notary Public) My Commission Expires _____, 20__

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 OCTOBER 12, 2021.

MARK ENVELOPE

“DIESEL/GASOLINE”

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:

“DIESEL/GASOLINE”

TO PROVIDE for an annual contract commencing **January 1, 2022** and continuing to **December 31, 2022.**

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 OCTOBER 12, 2021.**

MARK ENVELOPES:

“DIESEL/GASOLINE”

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

SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2022 thru December 31, 2022.**

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.

Signature of Bidder

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/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.

Signature of Bidder

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

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

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

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with 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

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 include (a) name and address of successful bidder, (b) Panola County Purchase Order number, (c) descriptive information as to the item(s) delivered, (d) rack pricing verification, (e) rack cost plus all other inclusive costs

ORDERING-Bidder will guarantee a 48-hour turnaround

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

Signature of Bidder

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

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

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

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

Signature of Bidder

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

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

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

INDEMNITY:

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

Texas Government Code Sec. 2270.002 Provision Required in Contract:

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

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

Signature of Bidder

FUEL SPECIFICATIONS

Diesel-Ultra low sulfur, Highway use, TexLed

Gasoline-No lead gasoline (E10, 87 Octane)

Bid prices shall include all State and Federal taxes and must be based on delivery into storage tanks located at the Panola County Road and Bridge Warehouse.

Bid prices shall be based on refinery rack price plus applicable State and Federal fees and taxes plus vendor's markup. **BIDS MUST INCLUDE VERIFICATION OF THE REFINERY RACK PRICE FOR 9/20/21. BIDS THAT DO NOT INCLUDE THIS INFORMATION WILL NOT BE CONSIDERED.**

The estimated quantity to be purchased in 2022 is 50,000 gallons of diesel and 40,000 gallons of gasoline. However, the County will not be obligated to purchase the estimated quantities or any other particular quantity during the year.

Bids will be evaluated in the following manner:

BID PRICE = RACK PRICE + TAXES + VENDOR'S CONSTANT

THE BID FOR DIESEL/GASOLINE WILL BE AWARDED TO THE BIDDER WITH THE LOWEST PRICE PER UNIT.

Bids shall be submitted on the attached bid form.

Questions concerning this bid should be directed to Melanie Earle, Road and Bridge Warehouse Coordinator.

PANOLA COUNTY
WORKSHEET FOR FUEL BID PROPOSAL

Name of Company submitting bid: _____

Name and telephone number/email of person to contact to request deliveries:

All prices must be figured for the following date: 9/20/21

Please complete information on the following:

1. No-lead gasoline (E10, 87 Octane)

Rack price	_____
State Tax	_____
Vendor's constant	_____
(Freight, Loading Fees, and vendor's profit)	_____
Bid Price	_____

2. Diesel Fuel (Ultra low sulfur diesel, Highway use, TexLed)

Rack price	_____
State Tax	_____
Vendor's constant	_____
(Freight, Loading Fees, and vendor's profit)	_____
Bid Price	_____

NUMBER OF TANKS: 1-GASOLINE 4-DIESEL

GASOLINE TANK = 6,000 GALLONS

DIESEL TANK = 6,000 GALLONS

DIESEL TANK = 8,000 GALLONS

DIESEL TANK = 10,000 GALLONS

DIESEL TANK = 6,000 GALLONS

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

DATE: _____

COMPANY NAME: _____

BY: _____

ADDRESS _____

PHONE NUMBER: _____

ACCEPTED:

COUNTY JUDGE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT OF BIDDER State of Texas, County of Panola

_____, being first duly sworn, deposes and says that: (1) He/she is _____, of _____ hereinafter referred to as the "BIDDER"; (2) He is fully informed respecting the preparation and contents submitted _____, the BIDDER for certain work in connection with the County of Panola, Texas; (3) This bid is genuine and is not a collusive or sham bid. (4) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Panola or any person interested in the proposed Contract: and (5) The prices quoted in the bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

_____ (Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20__.

By: _____
(Notary Public) My Commission Expires _____, 20__.

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 PM TUESDAY, OCTOBER 12, 2021.

MARK ENVELOPE

“ASPHALT MATERIALS FOR ROAD MAINTENANCE”

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:

ASPHALT MATERIALS FOR ROAD MAINTENANCE

TO PROVIDE for an annual contract commencing **January 1, 2022** and continuing until **December 31, 2022**.

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**

No later than **1:30 P.M. TUESDAY, OCTOBER 12, 2021**

MARK ENVELOPES:

“ASPHALT MATERIALS FOR ROAD MAINTENANCE”

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

SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2022 thru December 31, 2022.**

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.

Signature of Bidder

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/maker 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.

Signature of Bidder

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

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

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

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with 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

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, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

Signature of Bidder

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

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

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

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

Signature of Bidder

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

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

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

INDEMNITY

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

Texas Government Code Sec. 2270.002 Provision Required in Contract:

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

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

Signature of Bidder

SPECIFICATIONS FOR ASPHALT MATERIALS FOR ROAD MAINTENANCE

OIL SAND

<u>PROPERTIES</u>	MINIMUM	MAXIMUM
OIL	5%	6%
SAND	SANDY LOAM, RIVER SAND MUST BE PREDRIED	
ASPHALT CONTENT	5%	6%

HOT OIL SAND

PASSING 1/2" SIEVE	100%
RETAINED ON #10 SIEVE	20-30%
PASSING #10, RETAINED ON #40	5-30%
PASSING #40, RETAINED ON #80	25-60%
PASSING #80, RETAINED ON #200	10-35%
PASSING #200	5-15%
% DENSITY 80-95	STABILITY - MIN. 20

HOT MIX ASPHALT

HOT MIX ASPHALT TYPE D IN ACCORDANCE WITH TXDOT ITEM 340

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 ton/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 dollar 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 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 the delivery.

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 & FEDERAL ENVIROMENTAL LAWS AND REGULATIONS.

THE ESTIMATED QUANTITY TO BE PURCHASED IS:

**100 TONS OF OIL SAND
100 TONS OF HOT OIL SAND
100 TONS OF HOT MIX ASPHALT**

HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR.

BID FORM AND CONTRACT

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING TO PANOLA COUTNY, 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.

I (we) hereby agree to furnish Asphalt Materials for Road Maintenance in accordance with the foregoing specifications for the following prices:

	FOB (Any successful bidders plant location where product is made)	DELIVERED
OIL SAND	\$ _____ /TON	\$ _____ /TON
HOT OIL SAND	\$ _____ /TON	\$ _____ /TON
HOT MIX ASPHALT.....	\$ _____ /TON	\$ _____ /TON
DELIVERY FEE/CHARGE (PER MILE)	_____	

Exceptions to Specifications:

OIL SAND _____

HOT SAND SAND _____

HOT MIX ASPHALT _____

DATE: _____

FIRM: _____

BY: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

PANOLA COUNTY, TEXAS

BY: _____

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:

R. Lacy SERVICES proposes to place a
(COMPANY NAME)

10" line within the Right-of-Way
(PIPE SIZE)

of County Road: 4557 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 _____ 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 9/5 day of
2021.

FIRM: jjdavis43@yahoo.com
BY: JUSTIN DAVIS
TITLE: OPERATIONS MGR.
ADDRESS: _____
PHONE: (903) 9324490

APPROVAL

September 14, 2021

TO: R. Lacy Services
Attn: Justin Davis

RE: **CR #4557**

The Panola County Commissioners' Court offers no objection to the location on the right-of-ways of your proposed **10" line** within the right-of-way of County Road **#4557** 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	Billy Alexander
Precinct #2	David A. Cole
Precinct #3	Craig M. Lawless
Precinct #4	Dale LaGrone

County Road 4557

Temp. water line crossings

Legend

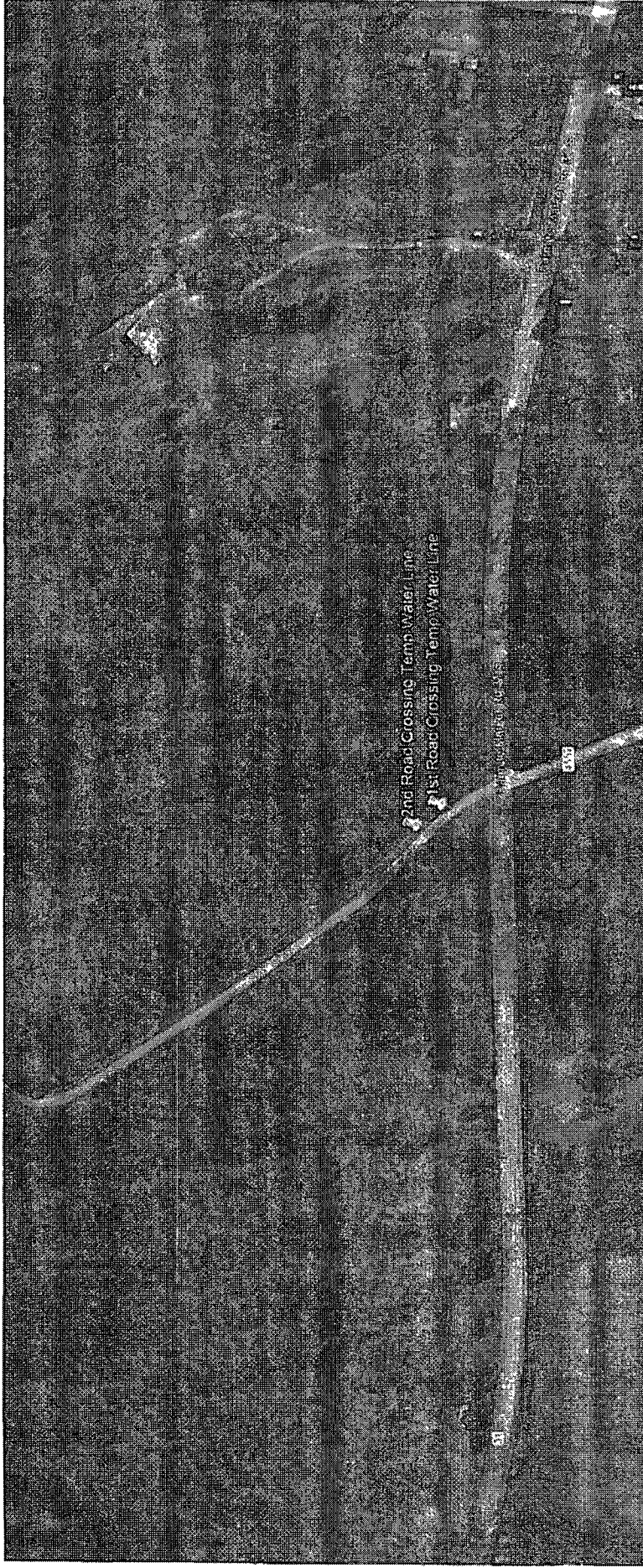
- Blue Crossing Temp Water Line
- Unlined Path
- Unlined Pipe


2nd Road Crossing Temp Water Line
1st Road Crossing Temp Water Line

Google Earth

700 ft





 2nd Road Crossing Temp Water Line



Weight of Water Transfer Road Crossings



12 foot – 1100 lbs.

24 foot – 2200 lbs.

30 foot – 2750 lbs.



With Wings

12 foot – 3415 lbs.

15 foot (12 inch) – 4405 lbs.

No Wings

15 foot – 2880 lbs.

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:

Comstock Oil & Gas, Louisiana, LLC proposes to place a
(COMPANY NAME)

10" pipeline bore line within the Right-of-Way
(PIPE SIZE)

of County Road: 116 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 687' 10" line in Panola County.
150ft

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 9/20/21 day of
September 2021

FIRM: Comstock Oil & Gas, Louisiana, LLC
BY: Bryan Ferguson
TITLE: Landman / surface operations
ADDRESS: 1506 S. FM 2199
Marshall, TX 75671
PHONE: () 817-264-3678

APPROVAL

September 14, 2021

TO: Comstock Oil & Gas, Louisiana LLC
Attn: Ryan Ferguson
Rtferg1975@gmail.com

RE: **CR #116**

The Panola County Commissioners' Court offers no objection to the location on the right-of-ways of your proposed **10" pipeline bore line** within the right-of-way of County Road **#116** 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:

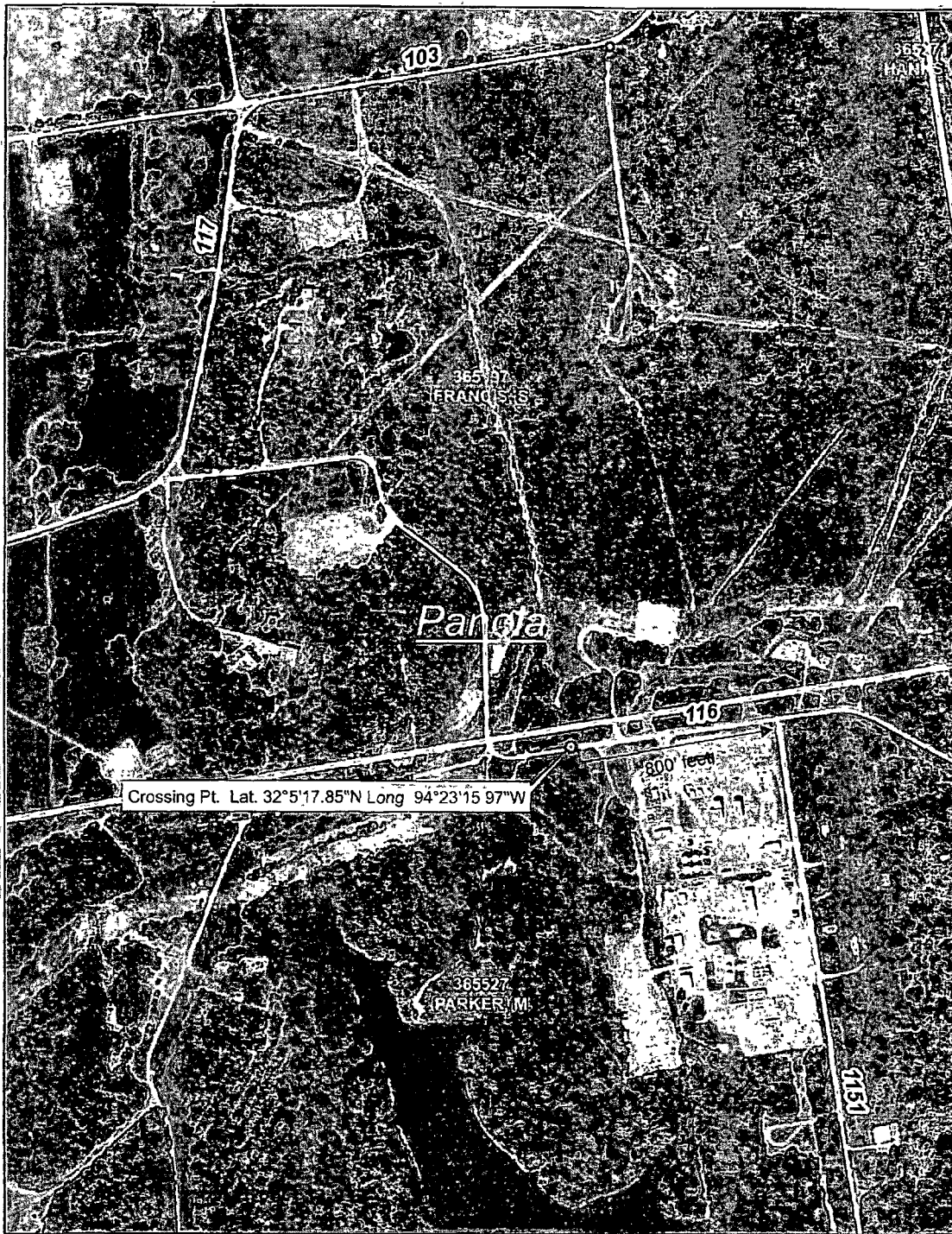
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way 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.

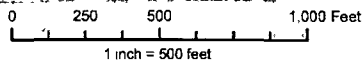
Approved: 
COUNTY JUDGE

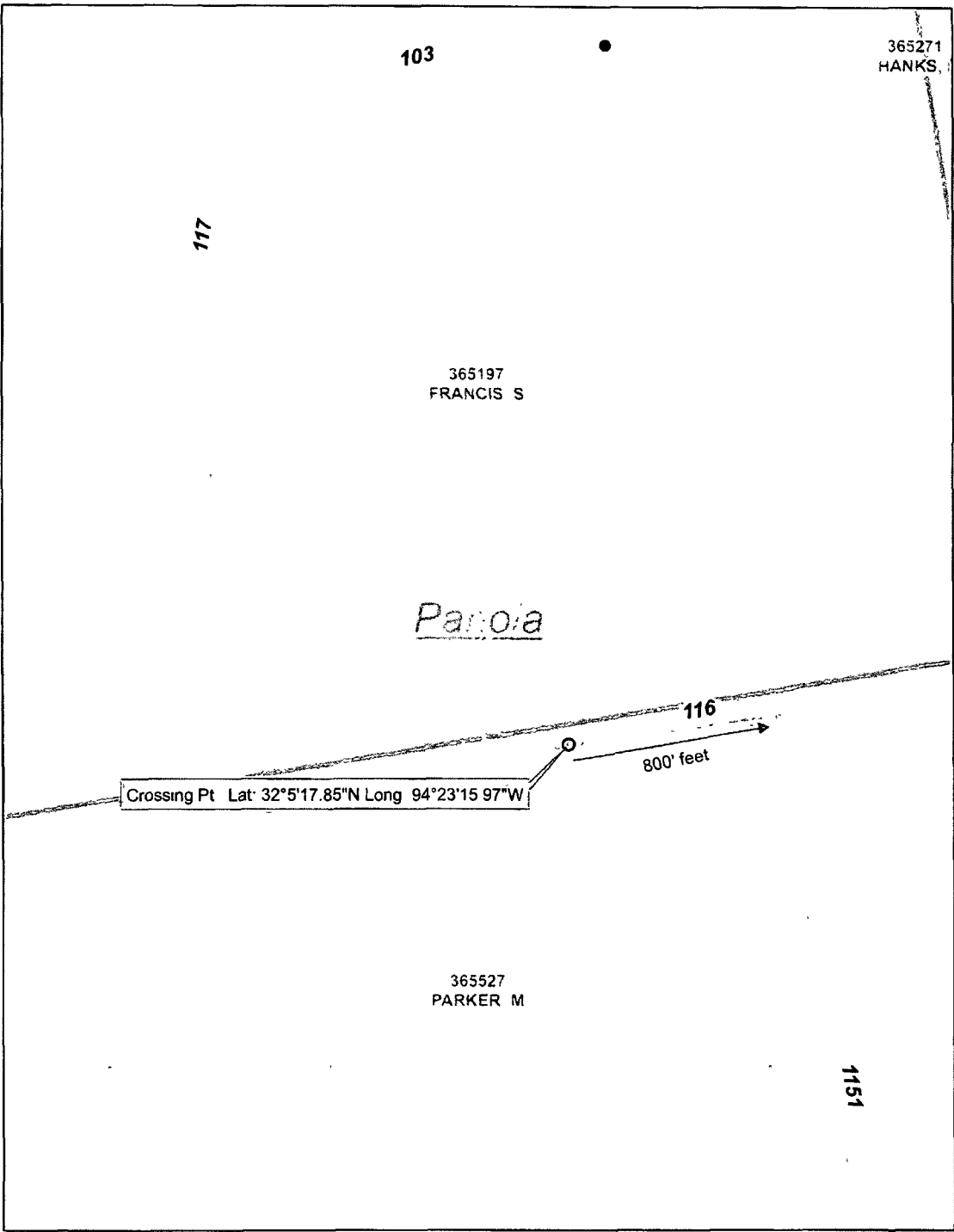
COMMISSIONERS.

Precinct #1 Billy Alexander
Precinct #2 David A. Cole
Precinct #3 Craig M. Lawless
Precinct #4 Dale LaGrone



Panola County, TX





103

365271
HANKS,

117

365197
FRANCIS S

Panola

116

800' feet

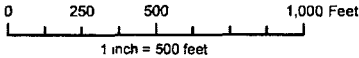
Crossing Pt Lat: 32°5'17.85"N Long 94°23'15.97"W

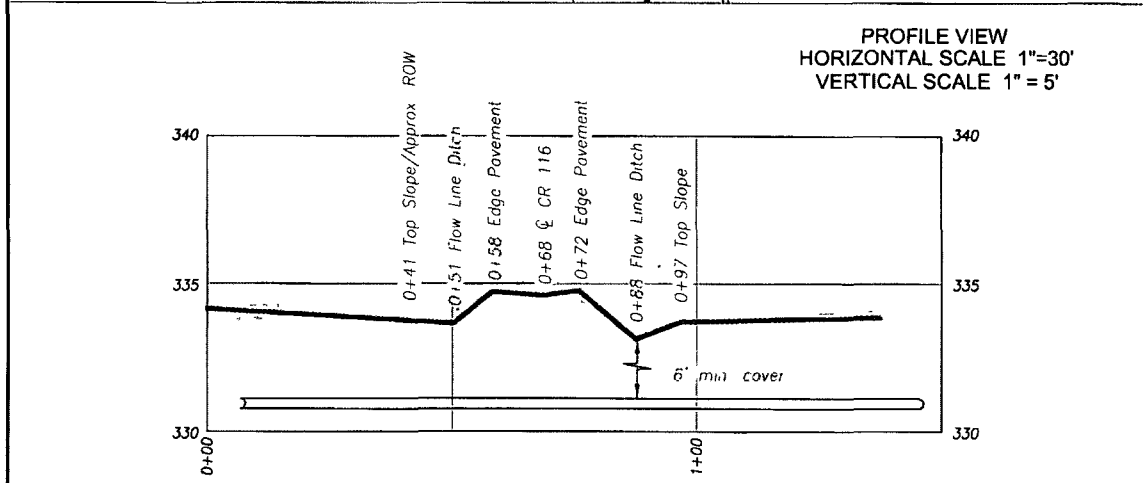
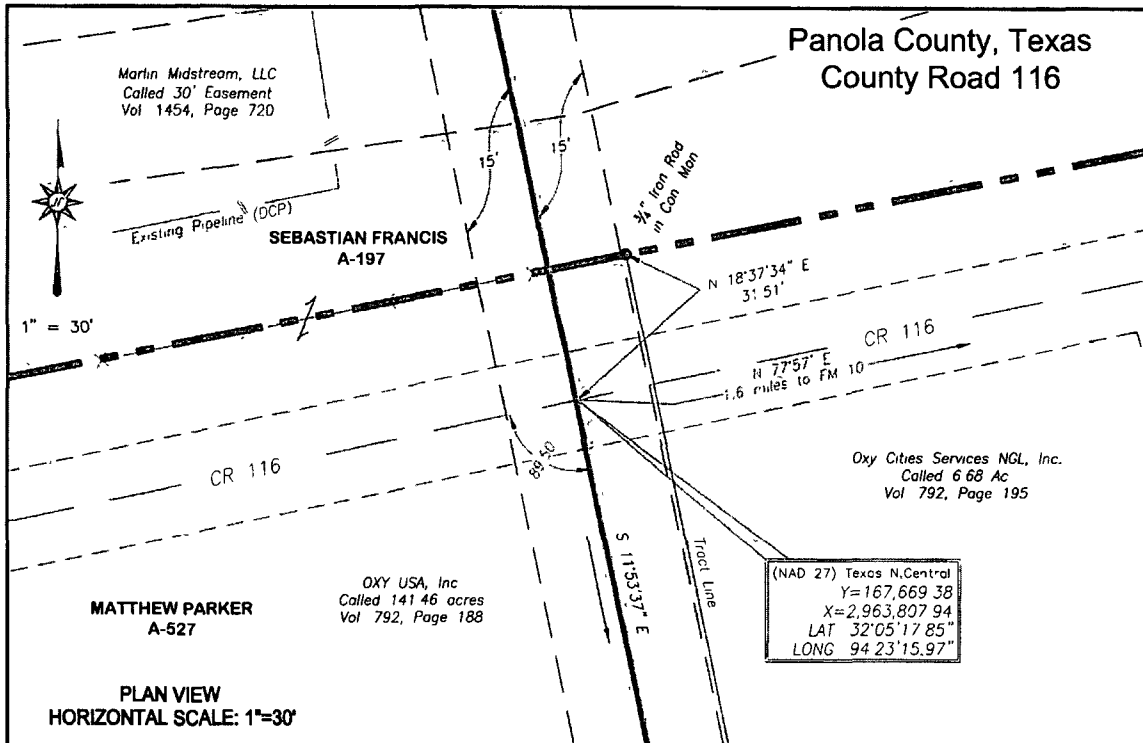
365527
PARKER M

1151



Panola County, TX





NOTE: WARNING! UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE ONLY. THERE MAY ALSO BE OTHER UNDERGROUND UTILITIES THAT ARE NOT SHOWN.

THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY. DISTANCES AND BEARINGS SHOWN ARE NOT INTENDED TO BE DEFINITIVE IN ESTABLISHING ACTUAL TITLE BOUNDARIES.

NO TITLE RESEARCH OR INVESTIGATION OF RIGHT OF WAY EASEMENTS OR SERVITUDE UTILITIES OR ENVIRONMENTAL MATTERS, OR VISIBLE EVIDENCE OF PIPELINES OR RIGHT OF WAY EXCEPT SHOWN HEREON.

PRELIMINARY

The bearings hereon were oriented to agree with Grid North and were derived by the use of GPS equipment. (TX North Central Zone - NAD 27)

I do hereby certify that this plot represents a survey made on the ground under my supervision during the month of August 2021.

GIVEN UNDER MY HAND & SEAL this the 1st day of September 2021

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Curtis Lee Anderson - R.P.L.S. 6:03

LEGEND

- Barbed Wire Fence ——— X ———
- Pipeline ——— \\ ———

SPECIFICATIONS

CARRIER PIPE	10.750 O.D.
	10" Casing / 10 3/65 Wall Thickness
METHOD OF INSTALLATION	1050 PSI

Job No 2179 File 2179-PL_SWD RD XING CR 116

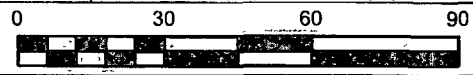
SURVEYED FOR
COMSTOCK OIL & GAS, LLC

PLAT SHOWING
**PROPOSED PIPELINE CROSSING
County Road No. 116
Sebastian Francis Survey, A-197
Matthew Parker Survey, A-527
Panola County, Texas**

Checked By CLA
Drawn By BA
Surveyed By AG
Date 09/01/21

JDS SURVEYING, INC.
WWW.JDSSURVEY.COM

PROFESSIONAL SURVEYING & MAPPING
T.B.P.E.L.S. Firm Registration No. 10194118
159 W. Main, Varo, TX 75790 - Phone: (903) 963-2333



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:

Rockcliff Energy Management proposes to place a
(COMPANY NAME)

10 inch temporary line within the Right-of-Way
(PIPE SIZE)

of County Road: 335 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 1.2 miles 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 10th day of
September, ~~2017~~.

2021

FIRM: Cypress Energy Inc.
BY: Justin Smith
TITLE: Sr. Agent
ADDRESS: _____
jdsmith2406@gmail.com
PHONE: (318) 294-6875

APPROVAL

September 14, 2021

TO: Rockcliff Energy Management
Attn. Justin Smith

RE: **CR #335**

The Panola County Commissioners' Court offers no objection to the location on the right-of-ways of your proposed **10" temporary line** within the right-of-way of County Road **#335** 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 Billy Alexander
- Precinct #2 David A. Cole
- Precinct #3 Craig M. Lawless
- Precinct #4 Dale LaGrone



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 October 12, 2021

MARK ENVELOPE

“BID, (ONE) SINGLE WHEEL 1-TON EXTENDED CAB”

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 Melanie Earle, Road and Bridge Warehouse Coordinator, at (903) 693-3763.

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) SINGLE WHEEL 1-TON EXTENDED CAB”

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 October 12, 2021**

MARK ENVELOPES:

“BID, (ONE) SINGLE WHEEL 1-TON EXTENDED CAB”

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

SIGNATURE OF BIDDER

“BID, (ONE) SINGLE WHEEL 1-TON EXTENDED CAB”

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR **ONE (1) SINGLE WHEEL 1-TON EXTENDED CAB** FOR USE BY PANOLA COUNTY ROAD AND BRIDGE DEPT. THE TRUCK SHOULD MEET THE FOLLOWING SPECIFICATIONS:

1. Trucks shall be at least a **2022** model 1 ton, 4-wheel drive.
2. Engine: No less than 6.6 liters. Gasoline.
3. Transmission: 6 speed automatic transmission.
4. Axle: Locking differential, rear
5. Misc: Power steering/brakes, a/c; am-fm radio; spare tire/wheel; cruise; power windows/door locks; no less than 24 gallon fuel capacity.
6. GVWR: No less than 11,400 lbs.
7. Color: White.
8. Bed: Long bed or Cab/Chassis
9. Warranty: No less than 5 years/60,000 miles on power train.
10. Delivery: Truck shall be ready for pick up within 50-mile radius of Panola County Warehouse after January 3, 2022.

QUESTIONS CONCERNING THIS BID SHOULD BE DIRECTED TO MELANIE EARLE, ROAD and BRIDGE WAREHOUSE COORDINATOR AT 903-693-3763.

SIGNATURE OF BIDDER _____

BID FORM AND CONTRACT

"BID, (ONE) SINGLE WHEEL 1-TON EXTENDED CAB"

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR
FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY
PANOLA COUNTY ROAD AND BRIDGE DEPT.
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. _____

SIGNATURE OF BIDDER _____

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:

1:30 P.M., Tuesday October 12, 2021

MARK ENVELOPE

“BID, (ONE) HALF-TON EXTENDED CAB”

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 Melanie Earle, Road and Bridge Warehouse Coordinator, at (903) 693-3763.

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) HALF-TON EXTENDED CAB”

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 October 12, 2021

MARK ENVELOPES:

“BID, (ONE) HALF-TON EXTENDED CAB”

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

SIGNATURE OF BIDDER

“BID, (ONE) HALF-TON EXTENDED CAB”

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR **ONE (1) HALF-TON EXTENDED CAB** FOR USE BY PANOLA COUNTY ROAD AND BRIDGE DEPT.
THE TRUCK SHOULD MEET THE FOLLOWING SPECIFICATIONS:

1. Trucks shall be at least a **2021** model half-ton.
2. Engine: Gasoline
3. Transmission: Automatic transmission.
4. Axle: Locking differential, rear
5. Misc: Power steering/brakes, a/c; am-fm radio; spare tire/wheel; cruise; power windows/door locks; no less than 24 gallon fuel capacity.
6. Color: White.
7. Bed: Short bed
8. Warranty: No less than 5 years/60,000 miles on power train.
9. Delivery: Truck shall be ready for pick up within 50-mile radius of Panola County Warehouse.

QUESTIONS CONCERNING THIS BID SHOULD BE DIRECTED TO MELANIE EARLE, ROAD and BRIDGE WAREHOUSE COORDINATOR AT 903-693-3763.

SIGNATURE OF BIDDER _____

BID FORM AND CONTRACT

"BID, (ONE) HALF-TON EXTENDED CAB"

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR
FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY
PANOLA COUNTY ROAD AND BRIDGE DEPT.
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. _____

SIGNATURE OF BIDDER _____

SIGNATURE

COMPANY NAME

ADDRESS

CITY STATE ZIP

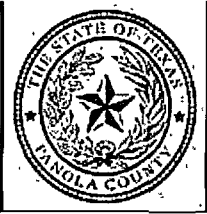
TELEPHONE NUMBER

DATE

ACCEPTED:

COUNTY JUDGE

DATE



FISCAL YEAR 2022
VEHICLE INVENTORY TAX INTEREST FUND

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

	CASH BALANCE	693
<u>190-360-41001</u>	INTEREST EARNINGS	325
		<u>1,018</u>

EXPENDITURES

<u>190-499-51040</u>	DEPUTIES	708
<u>190-499-52010</u>	SOCIAL SECURITY TAXES	55
<u>190-499-52030</u>	RETIREMENT & DEATH BENEFITS	170
<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	71

Fund 190 Total: 1,018

APPROVED BY HOLLY GIBBS, PANOLA COUNTY TAX ASSESSOR/COLLECTOR

9/9/21
DATE

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

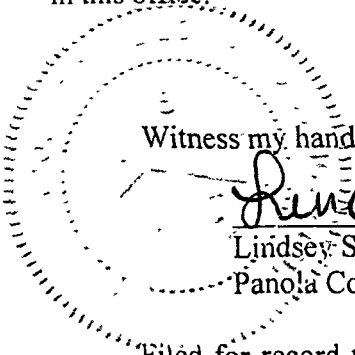
STATE OF TEXAS X

FIXING COMPENSATION 2022

COUNTY OF PANOLA X

JENNIFER STACY

I, Lindsey Smith, District Clerk, Panola County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Order for Fixing Compensation for, JENNIFER STACY, Panola County Auditor, as same appears from the original order now on file and of record in this office.



Witness my hand and seal of office this the 27TH day of AUGUST, 2021.

Lindsey Smith
Lindsey Smith, District Clerk
Panola County, Texas

Filed for record this _____ day of _____, 2021 in the minutes of the Commissioners Court.

Bobbie Davis, County Clerk
Panola County, Texas

FILED
At 2:20 O'clock P.M.

AUG 27 2021

LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: _____ DEPUTY

IN RE:
FIXING COMPENSATION 2022
COUNTY AUDITOR
JENNIFER STACY

IN THE 123RD DISTRICT COURT
PANOLA COUNTY, TEXAS
MAY TERM 2021

ORDER

On this the 21st day of July, 2021, came on to be considered annual compensation for the County Auditor of Panola County, Texas for fiscal year beginning January 1, 2022 through December 31, 2022.

Pursuant to the provisions of the Texas Local Government Code, Annotated Section 152.031 and 152.905 as amended, notice was given of a public hearing to be held on this date, commencing at 10:00 a.m., via Zoom by the District Court of Panola County, Texas.

Join Zoom Meeting
<https://txcourts.zoom.us/j/94621397274>

Meeting ID: 946 2139 7274
Passcode: 703539

Said hearing was held by the Court, and the salary of the County Auditor, JENNIFER STACY, of said County was set at \$73,706 for the 2022 fiscal year.

IT IS THEREFORE ORDERED that the Commissioner's Court of Panola County, Texas pay said salary as described above and order said amount placed on the Commissioner's Court Salary Schedule for Fiscal Year 2022, as filed in the minutes of the Commissioner's Court, and furthermore that Joni Reed, Treasurer of Panola County, Texas pay said salary to JENNIFER STACY, County Auditor of Panola County, Texas.

IT IS FURTHER ORDERED that the fringe benefits incident to employment available to the County Auditor, JENNIFER STACY for FY 2022 shall be equal to those available to other Panola County Employees.

SIGNED AND ORDERED this 21 day of July, 2021.

LeAnn Kay Rafferty

LEANN KAY RAFFERTY, DISTRICT JUDGE

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.

Page 1 of 1

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

8/27/21
Date

Lindsey Smith
Deputy Clerk

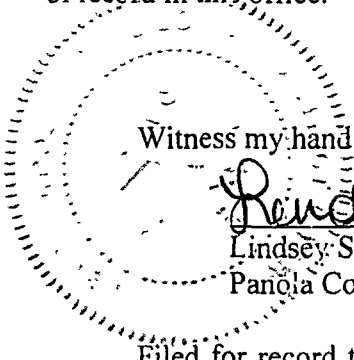
STATE OF TEXAS X

FIXING COMPENSATION 2022

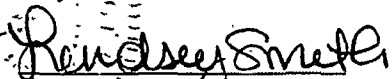
COUNTY OF PANOLA X

SHELBY ABERNATHY

I, Lindsey Smith, District Clerk, Panola County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Order for Fixing Compensation for, SHELBY ABERNATHY, Panola County Auditor, as same appears from the original order now on file and of record in this office.



Witness my hand and seal of office this the 27TH day of AUGUST, 2021.


Lindsey Smith, District Clerk
Panola County, Texas

Filed for record this _____ day of _____, 2021 in the minutes of the Commissioners Court.

Bobbie Davis, County Clerk
Panola County, Texas

IN RE:
FIXING COMPENSATION 2022
SHELBY ABERNATHY
ASSISTANT COUNTY AUDITOR

IN THE 123RD DISTRICT COURT
PANOLA COUNTY, TEXAS
MAY TERM 2021

FILED
At 7:20 O'clock P.M.
AUG 27 2021
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: _____ DEPUTY

ORDER

On this the 21st day of July, 2021, came on to be considered annual compensation for SHELBY ABERNATHY Assistant County Auditor of Panola County, Texas for fiscal year beginning January 1, 2022 through December 31, 2022.

Pursuant to the provisions of the Texas Local Government Code, Annotated Section 152.905 as amended, notice was given of a public hearing to be held on this date, commencing at 10:00 a.m., via Zoom by the District Court of Panola County, Texas.

Join Zoom Meeting
<https://txcourts.zoom.us/j/94621397274>

Meeting ID: 946 2139 7274
Passcode: 703539

Said hearing was held by the Court, and the salary for SHELBY ABERNATHY was set at \$41,424 for the 2022 fiscal year.

IT IS THEREFORE ORDERED that the Commissioner's Court of Panola County, Texas pay said salary as described above and order said amount placed on the Commissioner's Court Salary Schedule for Fiscal Year 2022, as filed in the minutes of the Commissioner's Court, and furthermore that Joni Reed, Treasurer of Panola County, Texas pay said salary to SHELBY ABERNATHY, Assistant County Auditor of Panola County, Texas.

IT IS FURTHER ORDERED that the fringe benefits incident to employment available to the SHELBY ABERNATHY Assistant County Auditor for FY 2022 shall be equal to those available to other Panola County Employees.

SIGNED AND ORDERED this 21 day of July, 2021.

LeAnn Kay Rafferty
LEANN KAY RAFFERTY, DISTRICT JUDGE

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

8-27-21 *Lindsey Smith*
Date Deputy Clerk

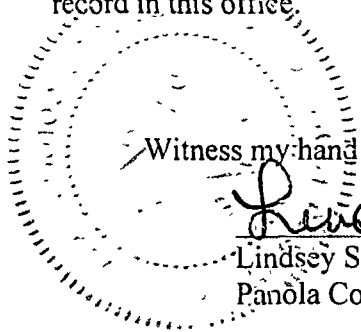
STATE OF TEXAS X

FIXING COMPENSATION 2022

COUNTY OF PANOLA X

CHRISTINA CHATMAN

I, Lindsey Smith, District Clerk, Panola County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Order for Fixing Compensation for, CHRISTINA CHATMAN, Panola County Auditor, as same appears from the original order now on file and of record in this office.



Witness my hand and seal of office this the 27TH day of AUGUST, 2021.

Lindsey Smith
Lindsey Smith, District Clerk
Panola County, Texas

Filed for record this _____ day of _____, 2021 in the minutes of the Commissioners Court.

Bobbie Davis, County Clerk
Panola County, Texas

IN RE:
FIXING COMPENSATION 2022
CHRISTINA CHATMAN
ASSISTANT COUNTY AUDITOR

IN THE 123RD DISTRICT COURT
PANOLA COUNTY, TEXAS
MAY TERM 2021

FILED
At 2:20 O'clock P.M.
AUG 27 2021
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: _____ DEPUTY

ORDER

On this the 21st day of July, 2021, came on to be considered annual compensation for CHRISTINA CHATMAN, Assistant County Auditor of Panola County, Texas for fiscal year beginning January 1, 2022 through December 31, 2022.

Pursuant to the provisions of the Texas Local Government Code, Annotated Section 152.905 as amended, notice was given of a public hearing to be held on this date, commencing at 10:00 a.m., via Zoom by the District Court of Panola County, Texas.

Join Zoom Meeting
<https://txcourts.zoom.us/j/94621397274>

Meeting ID: 946 2139 7274
Passcode: 703539

Said hearing was held by the Court, and the salary for CHRISTINA CHATMAN was set at \$46,200 for the 2022 fiscal year.

IT IS THEREFORE ORDERED that the Commissioner's Court of Panola County, Texas pay said salary as described above and order said amount placed on the Commissioner's Court Salary Schedule for Fiscal Year 2022, as filed in the minutes of the Commissioner's Court, and furthermore that Joni Reed, Treasurer of Panola County, Texas pay said salary to CHRISTINA CHATMAN, Assistant County Auditor of Panola County, Texas.

IT IS FURTHER ORDERED that the fringe benefits incident to employment available to the CHRISTINA CHATMAN Assistant County Auditor for FY 2022 shall be equal to those available to other Panola County Employees.

SIGNED AND ORDERED this 21 day of July, 2021.

LeAnn Kay Rafferty
LEANN KAY RAFFERTY, DISTRICT JUDGE

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.

Page 1 of 1.
LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

8-27-21
Date
Lindsey Smith
Deputy Clerk

STATE OF TEXAS X

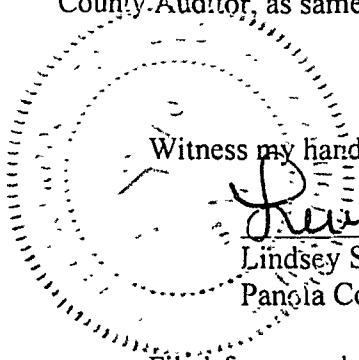
FIXING COMPENSATION 2022

COUNTY OF PANOLA X

ASSISTANT COUNTY AUDITOR

I, Lindsey Smith, District Clerk, Panola County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Order for Fixing Compensation for, an Assistant County Auditor, as same appears from the original order now on file and of record in this office.

Witness my hand and seal of office this the 21TH day of AUGUST, 2021.



Lindsey Smith
Lindsey Smith, District Clerk
Panola County, Texas

Filed for record this _____ day of _____, 2021 in the minutes of the Commissioners Court.

Bobbie Davis, County Clerk
Panola County, Texas

IN RE:
FIXING COMPENSATION 2022
ASSISTANT COUNTY AUDITOR

IN THE 123RD DISTRICT COURT

PANOLA COUNTY, TEXAS

MAY TERM 2021

FILED
2:20 O'clock P.M.
AUG 27 2021
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO TX
BY: _____ DEPUTY

ORDER

On this the 21st day of July, 2021, came on to be considered annual compensation for a new position in the Auditor's office for an Assistant County Auditor of Panola County, Texas for fiscal year beginning January 1, 2022 through December 31, 2022.

Pursuant to the provisions of the Texas Local Government Code, Annotated Section 152.905 as amended, notice was given of a public hearing to be held on this date, commencing at 10:00 a.m., via Zoom by the District Court of Panola County, Texas.

Join Zoom Meeting
<https://txcourts.zoom.us/j/94621397274>

Meeting ID: 946 2139 7274
Passcode: 703539

Said hearing was held by the Court, and the salary for a new Assistant County Auditor was set to not exceed \$40,000 for the 2022 fiscal year.

IT IS THEREFORE ORDERED that the Commissioner's Court of Panola County, Texas pay said salary as described above and order said amount placed on the Commissioner's Court Salary Schedule for Fiscal Year 2022, as filed in the minutes of the Commissioner's Court, and furthermore that Joni Reed, Treasurer of Panola County, Texas pay said salary to the Assistant County Auditor of Panola County, Texas.

IT IS FURTHER ORDERED that the fringe benefits incident to employment available to the Assistant County Auditor for FY 2022 shall be equal to those available to other Panola County Employees.

SIGNED AND ORDERED this 21 day of July, 2021.

LeAnn Kay Rafferty
LEANN KAY RAFFERTY, DISTRICT JUDGE

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1.

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

8-27-21 Lindsey Smith
Date Deputy Clerk

STATE OF TEXAS X

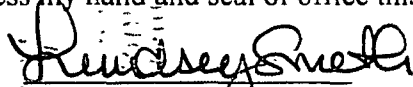
FIXING COMPENSATION 2022

COUNTY OF PANOLA X

CAROL MIXON

I, Lindsey Smith, District Clerk, Panola County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Order for Fixing Compensation for, CAROL MIXON, 123RD District Court Court Reporter, as same appears from the original order now on file and of record in this office.

Witness my hand and seal of office this the 27TH day of AUGUST, 2021.


Lindsey Smith, District Clerk
Panola County, Texas

Filed for record this _____ day of _____, 2021 in the minutes of the Commissioners Court.

Bobbie Davis, County Clerk
Panola County, Texas

IN RE:
FIXING COMPENSATION 2022
COURT REPORTER
CAROL MIXON

IN THE 123RD DISTRICT COURT

PANOLA COUNTY, TEXAS

MAY TERM 2021

ORDER

FILED
At 2:20 O'clock P.M.
AUG 27 2021
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: *Lindsey Smith* DEPUTY

On this the 21st day of July, 2021 came on to be considered annual compensation for the CAROL MIXON, Court Reporter of the 123rd District Court for duties in Panola County, Texas for fiscal year beginning January 1, 2022 through December 31, 2022.

Pursuant to the provisions of the Texas Local Government Code, Annotated Section 152.905 as amended, notice was given of a public hearing to be held on this date, commencing at 8:30 a.m., by the District Court of Panola County, Texas

Join Zoom Meeting
<https://txcourts.zoom.us/j/94621397274>

Meeting ID: 946 2139 7274
Passcode: 703539

Said hearing was held by the Court, and the salary of the Court Reporter of said County was set at \$39,375.

IT IS THEREFORE ORDERED that the Commissioner's Court of Panola County, Texas pay said salary as described above and order said amount placed on the Commissioner's Court Salary Schedule for Fiscal Year 2022, as filed in the minutes of the Commissioner's Court, and furthermore that Joni Reed, Treasurer of Panola County, Texas pay said salary to Carol Mixon, the Court reporter of the 123rd District Court of Panola County, Texas.

IT IS FURTHER ORDERED that the fringe benefits incident to employment available to the Court Reporter for FY 2022 shall be equal to those available to other Panola County Employees.

SIGNED AND ORDERED this 21 day of July, 2021.

LeAnn Kay Rafferty
LEANN KAY RAFFERTY, DISTRICT JUDGE

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.

Page 1 of 1.


LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

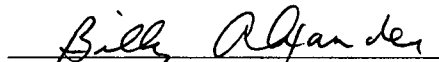
8-27-21
Date *Lindsey Smith*
Deputy Clerk

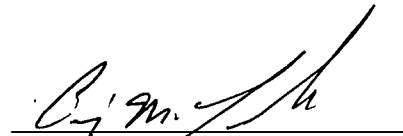
**PANOLA COUNTY
2021
BUDGET AMENDMENT #19**

We hereby amend the Panola County Budget for the Fiscal Year 2021 as set forth above according to the procedures outlined under Local Government Code, Chapter 111, Subchapter A Sections 111.010 (c), (d). A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2021.

Signed on this 14th day of September, 2021.


County Judge


Commissioner Precinct # 1


Commissioner Precinct # 3


Commissioner Precinct # 2


Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 14th day of September, 2021 as the same appears on file in the office of the County Clerk of Panola County.


County Clerk



September 14, 2021



Panola County, Texas

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT16747 - AMD#19-2021-9-14

Adjustment Number	Budget Code	Description				Adjustment Date
BA0001411	2021 COUNTY BUDGET JAN	885-AWOS MAINTENANCE				9/14/2021

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>885-750-54150</u>	PROFESSIONAL SERVICES	881-AWOS MAINTENANCE	50 00	5,966 00	6,016 00
September	5,966 00				
<u>885-750-54930</u>	FUEL & REPAIRS	881-AWOS MAINTENANCE	86,878 00	-5,966 00	80,912 00
September	-5,966 00				

Adjustment Number	Budget Code	Description				Adjustment Date
BA0001412	2021 COUNTY BUDGET JAN	490-KEYBOARDS				9/14/2021

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>100-409-54080</u>	CONTINGENCY	490-KEYBOARDS	114,269 00	-413 00	113,856 00
September	-413 00				
<u>100-490-55270</u>	FURNITURE & EQUIPMENT	490-KEYBOARDS	7,642 00	413 00	8,055.00
September.	413 00				

Adjustment Number	Budget Code	Description				Adjustment Date
BA0001413	2021 COUNTY BUDGET JAN	623-REPAIRS				9/14/2021

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>200-623-53570</u>	PARTS AND REPAIRS	623-REPAIRS	64,000 00	10,000.00	74,000.00
September.	10,000 00				
<u>200-623-55280</u>	ROAD OIL PRE MIX & GRAVEL	623-REPAIRS	715,185 00	-10,000 00	705,185 00
September	-10,000 00				

Adjustment Number	Budget Code	Description				Adjustment Date
BA0001414	2021 COUNTY BUDGET JAN	499-OFFICE EQUIPMENT				9/14/2021

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>100-409-54080</u>	CONTINGENCY	499-OFFICE EQUIPMENT	114,269 00	-2,774 00	111,495 00
September.	-2,774 00				
<u>100-499-55270</u>	FURNITURE & EQUIPMENT	499-OFFICE EQUIPMENT	50 00	2,774 00	2,824 00
September	2,774 00				

Adjustment Number	Budget Code	Description				Adjustment Date
BA0001415	2021 COUNTY BUDGET JAN	621-CTIF GRANT MONEY				9/14/2021

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>200-330-40500</u>	TXDOT CTIF GRANT	621-CTIF GRANT MONEY	-1,092,000 00	-110,000 00	-1,202,000 00
September	-110,000 00				
<u>200-621-55280</u>	ROAD OIL PRE MIX & GRAVEL	621-CTIF GRANT MONEY	369,000 00	110,000 00	479,000.00
September	110,000.00				

Budget Adjustment Register

Packet: GLPKT16747 - AMD#19-2021-9-14

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001416	2021 COUNTY BUDGET JAN	624-CTIF GRANT MONEY	9/14/2021

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>200-330-40500</u>	TXDOT CTIF GRANT	624-CTIF GRANT MONEY	-1,092,000 00	-100,000 00	-1,192,000.00
September	-100,000 00				
<u>200-624-55280</u>	ROAD OIL PRE MIX & GRAVEL	624-CTIF GRANT MONEY	767,994 00	100,000 00	867,994 00
September	100,000 00				

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2021	2021 COUNTY BUDGET JA	<u>100-409-54080</u>	CONTINGENCY	114,269.00	-3,187 00	111,082.00
		<u>100-490-55270</u>	FURNITURE & EQUIPMENT	7,642 00	413 00	8,055 00
		<u>100-499-55270</u>	FURNITURE & EQUIPMENT	50 00	2,774 00	2,824 00
		<u>200-330-40500</u>	TXDOT CTIF GRANT	-1,092,000 00	-210,000 00	-1,302,000 00
		<u>200-621-55280</u>	ROAD OIL PRE MIX & GRAVEL	369,000 00	110,000 00	479,000 00
		<u>200-623-53570</u>	PARTS AND REPAIRS	64,000 00	10,000 00	74,000.00
		<u>200-623-55280</u>	ROAD OIL PRE MIX & GRAVEL	715,185 00	-10,000 00	705,185 00
		<u>200-624-55280</u>	ROAD OIL PRE MIX & GRAVEL	767,994 00	100,000.00	867,994 00
		<u>885-750-54150</u>	PROFESSIONAL SERVICES	50 00	5,966 00	6,016 00
		<u>885-750-54930</u>	FUEL & REPAIRS	86,878.00	-5,966 00	80,912.00
			2021 Total:	1,033,068.00	0.00	1,033,068.00
			Grand Total:	1,033,068.00	0.00	1,033,068.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code 2021 - 2021 COUNTY BUDGET JAN-DEC Fiscal: 2021			
100	121,961 00	0 00	121,961.00
200	824,179 00	0 00	824,179 00
885	86,928 00	0 00	86,928 00
Budget Code 2021 Total:	1,033,068.00	0.00	1,033,068.00
Grand Total:	1,033,068.00	0.00	1,033,068.00



Panola County, Texas

Treasurers Report Summary

Date Range: 08/01/2021 - 08/31/2021

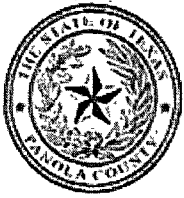
Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
100 - GENERAL	698,211.41	223,470.30	1,142,120.93	-999,750.00	52,492.86	726,817.92	726,817.92	0.00
110 - CREDIT CARD CLEARING FUND	8,837.19	0.00	0.00	0.00	8,700.19	137.00	137.00	0.00
112 - JP CREDIT CARD CLEARING	24,207.40	0.00	0.00	0.00	22,245.90	1,961.50	1,961.50	0.00
130 - LAW LIBRARY	36,261.88	1,750.00	911.16	0.00	0.00	37,100.72	37,100.72	0.00
140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND	164.12	0.00	0.00	0.00	0.00	164.12	164.12	0.00
150 - COURTHOUSE SECURITY	53,453.66	1,157.43	780.23	0.00	0.00	53,830.86	53,830.86	0.00
160 - RECORDS MANAGEMENT	22,276.89	312.54	0.00	0.00	0.00	22,589.43	22,589.43	0.00
162 - COUNTY & DISTRICT COURT T	7,057.79	30.39	0.00	0.00	0.00	7,088.18	7,088.18	0.00
165 - COURT RECORD PRESERVATION	14,332.91	410.00	0.00	0.00	0.00	14,742.91	14,742.91	0.00
166 - DISTRICT COURT RECORDS TECHNOLOGY	22,060.67	430.46	0.00	0.00	0.00	22,491.13	22,491.13	0.00
168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION	8,896.16	217.92	0.00	0.00	0.00	9,114.08	9,114.08	0.00
170 - COUNTY CLERK RECORDS PRES	195,281.89	9,076.60	1,300.00	0.00	1,300.00	201,758.49	201,758.49	0.00
175 - ARCHIVE FEES	280,832.40	7,840.00	0.00	0.00	0.00	288,672.40	288,672.40	0.00
180 - JUSTICE COURT TECHNOLOGY	29,053.42	3,436.73	0.00	0.00	0.00	32,490.15	32,490.15	0.00
190 - V.I.T. INTEREST	1,548.78	0.00	40.77	0.00	0.00	1,508.01	1,508.01	0.00
195 - ELECTION SERVICES CONTRAC	25,796.70	0.00	0.00	0.00	0.00	25,796.70	25,796.70	0.00
200 - ROAD & BRIDGE	1,437,715.21	198,244.69	999,760.90	-500,000.00	222,189.28	914,009.72	914,009.72	0.00
252 - PANOLA COUNTY AUCTION PROCEEDS	150.69	0.00	0.00	0.00	0.00	150.69	150.69	0.00
300 - FM & LATERAL	293,107.21	5,617.45	26,584.92	-38,000.00	11,445.14	298,694.60	298,694.60	0.00
410 - SUPERVISION	78,115.05	0.00	32,745.42	0.00	217.58	45,152.05	45,152.05	0.00
481 - PANOLA COUNTY CSCD ADULT DRUG COURT	28,420.66	141.38	0.00	0.00	0.00	28,562.04	28,562.04	0.00
520 - PANOLA JUVENILE PROBATION	39,372.98	0.00	0.00	0.00	0.00	39,372.98	39,372.98	0.00
530 - JUVENILE TITLE IV-E	66,794.65	0.00	0.00	0.00	0.00	66,794.65	66,794.65	0.00
540 - TIPC/ C.C.A.P. FUND	9,798.36	0.00	6,184.67	0.00	0.00	3,613.69	3,613.69	0.00
552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM	0.20	0.00	0.00	0.00	0.00	0.20	0.20	0.00
555 - PRE & POST ADJUDICATION	46,457.00	0.00	4,220.00	0.00	0.00	42,237.00	42,237.00	0.00
560 - TIPC/A/183(REGULAR)	10,586.49	0.00	3,808.52	0.00	0.00	6,777.97	6,777.97	0.00
572 - PROBATION PAYROLL FUND	309.94	0.00	0.00	0.00	-9,388.64	9,698.58	9,698.58	0.00
580 - COMMITMENT REDUCTION PROG	7,000.00	0.00	0.00	0.00	0.00	7,000.00	7,000.00	0.00
582 - MENTAL HEALTH SERVICES GRANT N	7,136.00	0.00	0.00	0.00	0.00	7,136.00	7,136.00	0.00
585 - LOCAL MATCH FUNDING/ CALE	241,560.91	0.00	16,873.10	0.00	157.66	224,530.15	224,530.15	0.00
700 - HOT CHECK FEE	17,915.39	49.64	45.60	0.00	0.00	17,919.43	17,919.43	0.00
720 - PRETRIAL INTERVENTION PROGRAM FUND	11,836.58	300.00	0.00	0.00	0.00	12,136.58	12,136.58	0.00
800 - SHERIFF'S STATE FORFEITUR	36,131.32	0.00	123.32	0.00	0.00	36,008.00	36,008.00	0.00
810 - JAIL COMMISSARY FUND	29,615.24	610.52	0.00	0.00	0.00	30,225.76	30,225.76	0.00
812 - CORONAVIRUS RELIEF FUND	97,690.70	0.00	0.00	0.00	0.00	97,690.70	97,690.70	0.00
813 - AMERICAN RESCUE PLAN FUND	2,255,137.34	0.00	0.00	0.00	0.00	2,255,137.34	2,255,137.34	0.00

Treasurers Report

Date Range: 08/01/2021 - 08/31/2021

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
815 - HOMELAND SECURITY GRANT F	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
820 - D A FORFEITURE	35,901.89	0.00	812.38	0.00	0.00	35,089.51	35,089.51	0.00
830 - STATE APPORTIONMENT - DA	3,872.48	0.00	1,053.46	0.00	0.00	2,819.02	2,819.02	0.00
835 - STATE LONGEVITY PAY SUPPL	326.89	0.00	0.00	0.00	0.00	326.89	326.89	0.00
840 - CONST.PCT.2 STATE FORFEIT	1,055.96	0.00	0.00	0.00	0.00	1,055.96	1,055.96	0.00
842 - CONST.PCT.1 STATE FORFEIT	197.36	0.00	0.00	0.00	0.00	197.36	197.36	0.00
860 - SHERIFF FEDERAL FORFEITUR	6,364.45	0.00	0.00	0.00	0.00	6,364.45	6,364.45	0.00
862 - CDA FEDERAL FORFEITURE	59,753.06	0.00	0.00	0.00	0.00	59,753.06	59,753.06	0.00
864 - CONSTABLE 1&4 FEDERAL FOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
866 - CONSTABLE PCT 2&3 FEDERAL	322.82	0.00	0.00	0.00	0.00	322.82	322.82	0.00
881 - CHILD PROTECTIVE SERVICES	85,949.05	1,448.61	500.00	0.00	0.00	86,897.66	86,897.66	0.00
883 - HEALTH FUND	405,004.14	0.00	2,364.27	0.00	0.00	402,639.87	402,639.87	0.00
885 - AIRPORT	339,939.49	6,504.91	33,191.04	0.00	0.00	313,253.36	313,253.36	0.00
920 - ROAD BOND 1971	60,984.91	0.00	0.00	0.00	0.00	60,984.91	60,984.91	0.00
940 - PERMANENT IMPROVEMENT	42,924.40	0.00	0.00	0.00	0.00	42,924.40	42,924.40	0.00
950 - JAIL IMPROVEMENT FUND	469.20	0.00	0.00	0.00	0.00	469.20	469.20	0.00
-968 - PANOLA COUNTY..RETIREE HEA	608,807.31	175,788.91	130,121.84	0.00	0.00	654,474.38	654,474.38	0.00
972 - PAYROLL FUND	22,035.04	0.00	0.00	0.00	-532.62	22,567.66	22,567.66	0.00
974 - CHILD SUPPORT PAYMENTS/EXPERTPAY	0.04	0.00	0.00	0.00	-1,038.32	1,038.36	1,038.36	0.00
980 - CRIMINAL JUSTICE	16,797.42	0.00	0.00	0.00	-13,050.55	29,847.97	29,847.97	0.00
981 - CRIMINAL JUSTICE CIVIL	4,486.66	0.00	0.00	0.00	5,638.74	10,125.40	10,125.40	0.00
982 - APPELLATE JUDICIAL FEES	2,933.30	0.00	0.00	0.00	-1,945.48	4,878.78	4,878.78	0.00
Report Total:	7,841,251.06	636,838.48	2,403,542.53	-1,537,750.00	287,154.26	7,325,142.75	7,325,142.75	0.00

9-9-2021 *Jim W. Reed*



Panola County, Texas

Fund Balance Report

As Of 08/31/2021

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - GENERAL	17,530,616 33	18,105,336 57	10,181,682 19	25,454,270 71
130 - LAW LIBRARY	87,251 40	11,539 34	7,690 02	91,100 72
140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND	163 50	0 62	0 00	164 12
150 - COURTHOUSE SECURITY	239,122 23	13,646 26	11,937 63	240,830 86
160 - RECORDS MANAGEMENT	27,650 01	3,144 60	2,205 18	28,589 43
162 - COUNTY & DISTRICT COURT T	6,775 01	313 17	0 00	7,088 18
165 - COURT RECORD PRESERVATION	12,447 41	2,295 50	0 00	14,742 91
166 - DISTRICT COURT RECORDS TECHNOLOGY	20,012 53	2,478 60	0 00	22,491 13
168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION	7,835 75	1,310 83	32 50	9,114 08
170 - COUNTY CLERK RECORDS PRES	583,234 57	66,180 92	44,657 00	604,758 49
175 - ARCHIVE FEES	283,596 34	58,076 06	0 00	341,672 40
180 - JUSTICE COURT TECHNOLOGY	101,649 05	4,682 22	9,841 12	96,490 15
190 - V I T. INTEREST	2,117 18	7 07	616 24	1,508 01
195 - ELECTION SERVICES CONTRAC	22,939 62	2,857 08	0 00	25,796 70
200 - ROAD & BRIDGE	7,134,342 51	6,123,422 27	4,165,409 06	9,092,355 72
252 - PANOLA COUNTY AUCTION PROCEEDS	52 93	97 76	0 00	150 69
300 - FM & LATERAL	2,129,388 17	604,497 30	472,448 87	2,261,436 60
410 - SUPERVISION	82,624 07	293,622 04	336,208 59	40,037 52
420 - COMMUNITY CORRECTIONS SUPERVISION SERVICES	0 94	47,520 00	44,645 24	2,875 70
481 - PANOLA COUNTY CSCD ADULT DRUG COURT	26,934 46	1,627 58	0 00	28,562 04
520 - PANOLA JUVENILE PROBATION	47,170 94	2,206 63	0 00	49,377 57
530 - JUVENILE TITLE IV-E	135,974 35	815 71	0 00	136,790 06
540 - TJPC/ C C A P FUND	5,048 75	54,932 00	56,367 06	3,613 69
552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM	2,423 00	1,277 20	3,700 00	0 20
555 - PRE & POST ADJUDICATION	2,733 00	68,917 00	29,413 00	42,237 00
560 - TJPC/A/183(REGULAR)	9,974 24	47,643 00	50,839 27	6,777 97
580 - COMMITMENT REDUCTION PROG	0 00	7,000 00	0 00	7,000 00
582 - MENTAL HEALTH SERVICES GRANT N	9,000 00	7,136 00	9,000 00	7,136 00
585 - LOCAL MATCH FUNDING/ CALE	299,469 58	199,234 00	194,173 43	304,530 15
700 - HOT CHECK FEE	38,937 31	675 00	692 88	38,919 43
720 - PRETRIAL INTERVENTION PROGRAM FUND	9,593 83	2,542 75	0 00	12,136 58
800 - SHERIFF'S STATE FORFEITUR	70,307 29	218 23	11,517 52	59,008 00
810 - JAIL COMMISSARY FUND	26,583 71	3,642 05	0 00	30,225 76
812 - CORONAVIRUS RELIEF FUND	98,091 44	0 00	0 00	98,091 44
813 - AMERICAN RESCUE PLAN FUND	0 00	2,255,137 34	0 00	2,255,137 34
820 - D A FORFEITURE	39,750 11	151 78	812 38	39,089 51
830 - STATE APPORTIONMENT - DA	832 32	18,354 26	16,367 56	2,819 02
835 - STATE LONGEVITY PAY SUPPL	325 65	1 24	0 00	326 89
840 - CONST PCT 2 STATE FORFEIT	1,052 96	3 00	0 00	1,055 96
842 - CONST PCT 1 STATE FORFEIT	196 80	0 56	0 00	197 36
860 - SHERIFF FEDERAL FORFEITUR	6,346 37	18 08	0 00	6,364 45
862 - CDA FEDERAL FORFEITURE	59,523 92	229 14	0 00	59,753 06
866 - CONSTABLE PCT 2&3 FEDERAL	321 90	0 92	0 00	322 82
881 - CHILD PROTECTIVE SERVICES	169,129 84	39,641 82	20,874 00	187,897 66
883 - HEALTH FUND	3,804,659 14	60,723 33	19,742 60	3,845,639 87
885 - AIRPORT	459,963 55	39,513 32	58,223 51	441,253 36
920 - ROAD BOND 1971	298,024 49	960 42	0 00	298,984 91
940 - PERMANENT IMPROVEMENT	234,185 10	739 30	0 00	234,924 40
950 - JAIL IMPROVEMENT FUND	467 39	1 81	0 00	469 20
968 - PANOLA COUNTY RETIREE HEA	34,405,152 50	1,464,322 02	1,021,905 14	34,847,569 38
974 - CHILD SUPPORT PAYMENTS/EXPERTPAY	0 04	0 00	0 00	0 04
Report Total.	68,533,993.53	29,618,693.70	16,771,001.99	81,381,685.24

THIS IS AN UNAUDITED REPORT

SIGNED:

APPROVED
~~09-14-21~~
Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE**

NAME: HOLLY GIBBS
POSITION: TAX ASSESSOR/COLLECTOR
DEPARTMENT: TAX A/C
DATE: 09/01/2021

CONFERENCE: 39TH V G YOUNG SCHOOL FOR TAX ASSESSOR/COLLECTORS
LOCATION: ROUND ROCK TX 78665
DATES: 11/08/21 to 11/11/21

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? _____

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

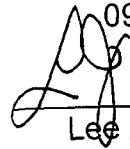
Do you have sufficient funds in your budget for this conference? _____

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 OBTAIN CE HOURS

APPROVED

09-14-21



Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: Charles Blue
POSITION: CONSTABLE 2 & 3
DEPARTMENT: PCCO Pot 2 & 3
DATE: 8-30-21

CONFERENCE: TCOLE Rules CLASS
LOCATION: HENDERSON PD
DATES: 9-15-21

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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?

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? FREE CLASS

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

APPROVED

08-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: Charles Blue

POSITION: CONSTABLE

DEPARTMENT: CONSTABLE Pct. 2 & 3

DATE: 9-1-21

CONFERENCE: LEGAL UPDATES

LOCATION: PCSO - Carthage

DATES: Sept 23 to —

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1/2 (4 hr class)

Does the conference meet your educational requirements for the year?

If not, how much of your requirements will be met by this conference? 4

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

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?

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

MANDATORY CLASS

APPROVED

08-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: Jeremy Nagle
POSITION: DEPUTY CONSTABLE
DEPARTMENT: CONSTABLE Pct. 2 & 3
DATE: 9-1-21

CONFERENCE: LEGAL UPDATES
LOCATION: PCSO - Carthage
DATES: Sept 23 to —

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: _____

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

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?

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? _____

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

MANDATORY CLASS

APPROVED

09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: DANIEL McMILLEN
POSITION: RESERVE DEPUTY CONSTABLE
DEPARTMENT: CONSTABLE PCT. 2 & 3
DATE: 9-1-21

CONFERENCE: CIT (CRISIS INTERVENTION TRAINING)
LOCATION: ANGELINA COLLEGE, NAC. TX
DATES: SEPT. 20 to SEPT. 24

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: —

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

If not, how much of your requirements will be met by this conference? 40

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

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 \$135⁰⁰

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

APPROVED

09-14-21



Lee Ann Jones,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: DANIEL McMILLEN
POSITION: RESERVE DEPUTY CONSTABLE
DEPARTMENT: CONSTABLE PCT. 2 & 3
DATE: 9-1-21

CONFERENCE: DE-ESCALATION
LOCATION: Paris, Tx
DATES: Sept. 7 to —

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: —

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

If not, how much of your requirements will be met by this conference? 3


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

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 \$35.00

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

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE**

APPROVED
09-14-21

Lee Ann Jones,
County Judge

NAME: JONI W. REED

POSITION: PANOLA COUNTY TREASURER

DEPARTMENT: _____

DATE: SEPTEMBER 8, 2021

CONFERENCE: Texas Public Funds Investment Conference

LOCATION: Houston, Texas

DATES: Nov. 4, 2021 to Nov 5, 2021

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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

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

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

How many days have you been away from your job this year for conferences, not counting this conference? 5 days

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 gives me the hours of training required to serve as Panola County Treasurer
and as my role as part of the financial authority of Panola County's receivables.

APPROVED

09-14-21

[Signature]
Lee Ann Jones,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

NAME: Eric S. "Rick" McPherson
POSITION: Assistant Criminal District Attorney
DEPARTMENT: Criminal District Attorney
DATE: 9/1/2021

CONFERENCE: Annual Criminal & Civil Law Conf. (TDCAA)
LOCATION: Galveston, TX
DATES: 9/21/2021 to 9/24/2021
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? 7 total hours 1/2 hour of ethics

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 bring me up to date on recent changes in the Law, improve my overall knowledge of criminal Law, add to my trial skills and in general make me a more knowledgeable and effective prosecutor

RICK McPHERSON
Assistant District Attorney

KEVIN JONES
Criminal Investigator



**123rd JUDICIAL DISTRICT
PANOLA COUNTY, TEXAS**

**COUNTY COURT AT LAW
PANOLA COUNTY, TEXAS**

DANNY BUCK DAVIDSON
Criminal District Attorney

September 1, 2021

Panola County Commissioner's Court

Dear Sirs:

This letter is to request that Rick McPherson be approved for attendance and expenses to attend the Annual Criminal & Civil Law Conference, September 21 thru September 24, 2021

This seminar is necessary to learn new laws and changes in laws, improve his overall knowledge of criminal law and comply with the CLE hours

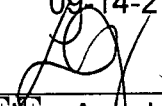
Sincerely,

Danny Buck Davidson

DBD:je

APPROVED

09-14-21



Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: Shakami Manning
POSITION: Sheriff Secretary
DEPARTMENT: Panola Co. Sheriff's Office
DATE: September 8, 2021

CONFERENCE: Basic Civil Process
LOCATION: Tyler Junior College
DATES: July 13, 2021 to July 15, 2021
NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 3

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

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?

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.)

Relatable Training

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: SHAKAMI MANNING
POSITION: CIVIL SECRETARY DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED

09-14-21



Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: Denise Gray
POSITION: Civil Process Deputy
DEPARTMENT: Panola Co. Sheriff's Office
DATE: September 8, 2021

CONFERENCE: Basic Civil Process
LOCATION: Tyler Junior College
DATES: July 13, 2021 to July 15, 2021
NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 3

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

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?

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.)

Relatable Training

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**


NAME: DENISE GRAY
POSITION: CIVIL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21


Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: Hunter Hutto
POSITION: Detention Officer
DEPARTMENT: Panola Co. Sheriff's Office
DATE: September 8, 2021

CONFERENCE: Basic Peace Officer Course
LOCATION: Kilgore College
DATES: August 2, 2021 to January 26, 2022
NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: _____

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

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?

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? _____

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

Required training for Peace Officer license

APPROVED
09-14-21


Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: Jacob Sanford
POSITION: Patrol Deputy
DEPARTMENT: Panola Co. Sheriff's Office
DATE: September 8, 2021

CONFERENCE: Crime Scene Investigation
LOCATION: Panola Co. Sheriff's Office
DATES: August 9, 2021 to August 13, 2021
NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 5

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

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?

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? _____

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

Required training

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: SARAH FIELDS
POSITION: SHERIFF
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 09/16/2021 to 09/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: JEFF IVY
POSITION: CHIEF DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**


NAME: HEATHER GREEN
POSITION: ADMINISTRATIVE DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: TRAVIS CURRY
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS


How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: CALAHAN MALONE
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09/14-21
[Signature]
Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**


NAME: RICHARD MOJICA
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

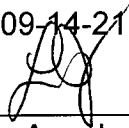
NAME: ADAM JONES
POSITION: CAPTAIN
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

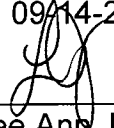
NAME: ALAN SMITH
POSITION: PATROL LIEUTENANT
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09/14/21


Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: CHADD GRAY
POSITION: CRIMINAL INVESTIGATOR
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21
[Signature]
Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: CHRIS WELK
POSITION: CRIMINAL INVESTIGATOR
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

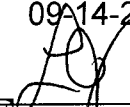
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09/14/21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

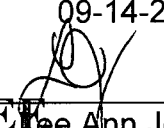
NAME: RANDY PAYNE
POSITION: PATROL CORPORAL
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**


NAME: JOSH NAGLE
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: TOREY MCLEMORE
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS


How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: JASON GRADBERG
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS


How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: QUADE DAVIS
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED

08-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: JARED BAILEY

POSITION: PATROL DEPUTY

DEPARTMENT: Panola County Sheriff Office

DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187

LOCATION: PANOLA COUNTY EOC ROOM

DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS


How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not
counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: JAMES FERRIS
POSITION: CRIMINAL INVESTIGATOR
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/16/2021 to 9/16/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS


How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: BRANT SHRELL
POSITION: COURTHOUSE SECURITY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

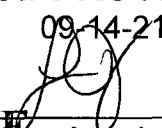
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**


NAME: JEFF MARTIN
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: ROBERT DUNCAN
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: JACOB SAMFORD
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: DAVID GRAY
POSITION: CRIMINAL INVESTIGATOR
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS


How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: HOLLIE MOJICA
POSITION: CRIMINAL INVESTIGATOR
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

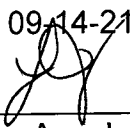
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: JOYCE WILDER
POSITION: DETENTION DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

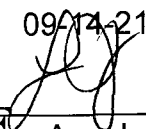
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-17-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

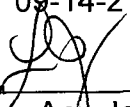
NAME: CHRISTINA LYLES
POSITION: DETENTION DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: JESUS MARTINEZ
POSITION: PATROL CORPORAL
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

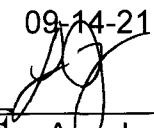
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: CHRIS HANSEN
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

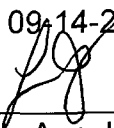
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**


NAME: COLTON MCNAIR
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: STEPHEN GILLIE
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS


How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: SCOTT JONES
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**


NAME: TRAVIS WILSON
POSITION: PATROL DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21


Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

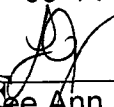
NAME: CHANCE HAYNIE
POSITION: DETENTION DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: RONNIE ENDSLEY
POSITION: TRANSPORT DEPUTY
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4 HRS

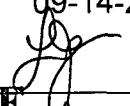
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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.)

REQUIREMENT FOR STATE LICENSE

APPROVED
09-14-21

Lee Ann Jones,
County Judge

**PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE**

NAME: GREG ALMEIDA
POSITION: BAILIFF
DEPARTMENT: Panola County Sheriff Office
DATE: 09/07/2021

CONFERENCE: STATE AND FEDERAL LAW UPDATE #3187
LOCATION: PANOLA COUNTY EOC ROOM
DATES: 9/23/2021 to 9/23/2021

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 0
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 4 HRS
How much of your requirements have been met already, not counting this conference?
NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE
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.)
REQUIREMENT FOR STATE LICENSE

