

August 14, 2024

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Joni Reed, County Treasurer

SUBJECT: EFFECTIVE DATE OF RETIREMENT:

Please be advised of the effective date of retirement for Mark Essery, Operator, for Panola County Road & Bridge Department, Pct.4, effective September 26, 2024, at 5:00 pm.

Melanie Earle

*Melanie Earle*

Road and Bridge

Warehouse Coordinator

# PANOLA COUNTY SHERIFF'S OFFICE

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



314 W. Wellington  
Carthage, Texas 75633

August 27, 2024

**Sheriff Cutter Clinton**

The Honorable Rodger McLane  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Dear Judge McLane,

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

Please record the resignation of Hunter Hutto as a Deputy Sheriff for the Panola County Sheriff's Office effective September 6, 2024.

Sincerely,

A handwritten signature in black ink that reads "Cutter Clinton". The signature is stylized with a large, sweeping initial "C".

Cutter Clinton  
Sheriff

CC/lw  
CC: Jennifer Stacy  
Joni Reed

**Honesty, Integrity, Service**

# PANOLA COUNTY SHERIFF'S OFFICE

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



314 W. Wellington  
Carthage, Texas 75633

August 28, 2024

**Sheriff Cutter Clinton**

The Honorable Rodger McLane  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Dear Judge McLane,

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

Please record the employment of Laurna Summers as a Detention Officer for the Panola County Sheriff's Office at a pay rate of \$16.81 per hour plus the budgeted uniform allowance effective August 31, 2024.

Sincerely,

A handwritten signature in black ink that reads "Cutter Clinton". The signature is stylized with a large, sweeping initial "C".

Cutter Clinton  
Sheriff

CC/lw

CC: Jennifer Stacy  
Joni Reed

**Honesty, Integrity, Service**

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

**9:00 A.M., TUESDAY, OCTOBER 8, 2024.**

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, 2025**, and continuing until **December 31, 2025**.

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than **9:00 A.M., TUESDAY, OCTOBER 8, 2024**.

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, 2025, through December 31, 2025.**

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.

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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 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.

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

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

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

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

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

1. Panola County may take possession of the assigned premises, and any fees accrued or becoming due to date.



2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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Signature of Bidder

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

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

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

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

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

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

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

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

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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](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.

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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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

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

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

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

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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 2025 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)**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
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:

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



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

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

\_\_\_\_\_

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

By: \_\_\_\_\_  
COUNTY JUDGE

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

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

**9:00 A.M., TUESDAY, OCTOBER 8, 2024.**

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, 2025**, 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  
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MARK ENVELOPES:

**“CORRUGATED STEEL PIPE CULVERTS”**

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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, 2025, through December 31, 2025.**

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**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.

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**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.

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

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

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

**MULTIPLE VENDOR AWARD:**

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

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Signature of Bidder

**TERMINATION FOR DEFAULT:** Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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Signature of Bidder

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

Texas Government Code Sec. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

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

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

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

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

## SPECIFICATIONS FOR CORRUGATED STEEL PIPE CULVERTS

1. All pipe must meet Texas DOT specifications.
2. Pipe ends must have annular rerolled ends.
3. Coupling bands shall have annular corrugations and shall be made of the same material as the pipe. The minimum width of the bands shall be as specified in the current Texas DOT Standard Specifications Handbook.
4. All deliveries must be 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 **2025 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, 2025, to December 31, 2025**.

**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 2025**, 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:

**9:00 A.M., TUESDAY, OCTOBER 8, 2024.**

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, 2025, through December 31, 2025**

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than **9:00 A.M., TUESDAY, OCTOBER 8, 2024.**

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, 2025, through December 31, 2025.**

**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 the 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 in 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 an interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

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

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

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

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

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

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

1. Panola County may take possession of the assigned premises, and any fees accrued or becoming due to date.

2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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Signature of Bidder

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

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

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

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

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

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

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

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

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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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

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

\_\_\_\_\_  
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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

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

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

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

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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, 2025, through December 31, 2025**.

**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 2025** 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:

**9:00 A.M., TUESDAY, OCTOBER 8, 2024.**

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, 2025**, and continuing to **December 31, 2025**.

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  
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**“GRAVEL”**

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

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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, 2025, through December 31, 2025.**

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.

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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.

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Signature of Bidder

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

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

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

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

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

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

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

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

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

1. Panola County may take possession of the assigned premises, and any fees accrued or becoming due to date.



2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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Signature of Bidder

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

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

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

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

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

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

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

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

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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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

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

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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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

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

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

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

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Signature of Bidder

**SPECIFICATIONS AND BID FORM FOR GRAVEL**

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

EXCEPTIONS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be 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.

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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

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Sealed bids shall be received no later than:

**9:00 A.M., TUESDAY, OCTOBER 8, 2024.**

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.

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SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

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

**USED RAILROAD TANK CARS/FLAT CARS**

TO PROVIDE for an annual contract commencing **January 1, 2025**, and continuing to **December 31, 2025**.

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

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SIGNATURE OF BIDDER

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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.

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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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

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

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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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

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

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

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

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Signature of Bidder

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

**TANK CARS**

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

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

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

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

**TANK CAR EXCEPTIONS TO SPECIFICATIONS**

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

**FLAT CARS**

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

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

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

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

FLAT CAR EXCEPTIONS TO SPECIFICATIONS

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SIGNATURE

COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY      STATE      ZIP

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

\_\_\_\_\_  
DATE

ACCEPTED:

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

\_\_\_\_\_  
DATE

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

**9:00 A.M., TUESDAY, OCTOBER 8, 2024.**

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, 2025**, and continuing to **December 31, 2025**.

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than **9:00 A.M., TUESDAY, OCTOBER 8, 2024**

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, 2025, through December 31, 2025.**

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.

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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.

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Signature of Bidder

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

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

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

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

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

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

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: 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 should 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 completely 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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

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

\_\_\_\_\_  
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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

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

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

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

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Signature of Bidder

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

<b>TYPE</b>	<b>FOB</b>	<b>DELIVERED</b>
2" Minus Pure Crushed Concrete (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 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:

**9:00 A.M., TUESDAY OCTOBER 8, 2024.**

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, 2025**, and continuing to **December 31, 2025**.

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than **9:00 A.M., TUESDAY OCTOBER 8, 2024**.

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, 2025, through December 31, 2025.**

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.

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Signature of Bidder

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

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

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

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

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

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

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

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

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

1. Panola County may take possession of the assigned premises, and any fees accrued or becoming due to date.

2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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Signature of Bidder

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

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

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

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

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

PURCHASE ORDER: 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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

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

\_\_\_\_\_  
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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

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

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

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

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Signature of Bidder

**SPECIFICATIONS AND BID FORM FOR CRUSHED LIMESTONE**

<b>TYPE</b>	<b>FOB</b>	<b>DELIVERED</b>
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 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: \_\_\_\_\_

**PANOLA COUNTY, TEXAS**

**INVITATION TO BID**

**RETURN BID TO:**

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

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

**Sealed bids shall be received no later than:**

**9:00 A.M., TUESDAY, OCTOBER 8, 2024.**

**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.**

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**SIGNATURE OF BIDDER**

**PANOLA COUNTY  
INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**PUG MILLING**

**TO PROVIDE** for an annual contract commencing January 1, 2025, and continuing to December 31, 2025.

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

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

**SUBMISSION OF BIDS:** Sealed bids shall be submitted to:

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

**Not later than 9:00 A.M., TUESDAY, OCTOBER 8, 2024.**

**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, 2025, thru December 31, 2025.**

**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 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.

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

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

**TERMINATION FOR DEFAULT:** Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or

3. Otherwise, perform in accordance with these specifications.

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

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

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Signature of Bidder

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.

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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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

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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.

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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.

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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.

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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.

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Signature of Bidder

INDEMNITY:

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

Texas Government Code Sec. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

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

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

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

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**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 1<sup>st</sup> bin used for RAP and the 2<sup>nd</sup> 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, 2025, to December 31, 2025.
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 2025 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. \_\_\_\_\_

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**SIGNATURE**

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**COMPANY NAME**

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**ADDRESS**

---

**CITY      STATE      ZIP**

---

**TELEPHONE NUMBER**

---

**DATE**

**ACCEPTED:**

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**COUNTY JUDGE**

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**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**

**INVITATION TO BID**

**GASOLINE AND DIESEL FUEL**

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding Gasoline and Diesel Fuel product/services for Panola County.

**All bids must be received in the office of:**

**COUNTY JUDGE RODGER MCLANE  
PANOLA COUNTY COURTHOUSE  
110 S. SYCAMORE ST. RM 216A  
CARTHAGE, TX 75633**

**On or before:**

**9:00 A.M., TUESDAY OCTOBER 8, 2024**

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.

**BIDS SHOULD BE IN A SEALED ENVELOPE**  
**CLEARLY MARKED WITH THE BID TITLE**

Any questions or request for additional information should be directed to:

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

Name of Company submitting bid \_\_\_\_\_

# TERMS AND CONDITIONS

## PLEASE READ CAREFULLY

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

## GASOLINE AND DIESEL FUEL

TO PROVIDE for an annual contract commencing **January 1, 2025**, and continuing to **December 31, 2025**.

1. **COMPLETE BID PACKAGE** must be received in the County Judge's Office, Panola County Courthouse, 110 S. Sycamore St., Room 216A, Carthage, Texas 75633 no later than **9:00 A.M. on October 8, 2024**.
2. Carefully read all portions of the bid package including the following:
  1. Cover sheet
  2. Terms and Conditions
  3. Specifications for the item(s) being published for competitive bid
  4. Bid Response sheet(s)
  5. Vendor Reference information sheet
  6. Conflict of Interest Questionnaire
3. Fill out **ALL** forms properly and completely.
4. All bids **MUST be signed** on each page where indicated by a **person having the authority to bind the firm in a contract**. Signatures must be handwritten and in ink. The person signing on behalf of the vendor expressly affirms that he is duly authorized to tender this bid and to sign the bid sheets and contract under the terms and conditions in this bid package, and further understands that the signing of the contract shall have no effect unless subsequently awarded in Commissioners Court.
5. All contracts in excess of \$50,000, from the same supplier, are solicited for competitive bids. **ONE COMPLETE ORIGINAL BID PACKAGE MUST BE SUBMITTED TO THE PANOLA COUNTY JUDGE'S OFFICE, PANOLA COUNTY COURTHOUSE, 110 S. SYCAMORE ST., ROOM 216A, CARTHAGE, TEXAS 75633, BEFORE THE ABOVE-DESCRIBED DATE. LATE BIDS WILL NOT BE ACCEPTED.**

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



6. COUNTY PURCHASING ACT: All County purchases are subject to the County Purchasing Act (Texas Local Government Code § 262.021 et. seq.) unless specifically exempted therein. Other statutes may affect your rights and obligations. You are urged to consult with your attorney before entering into this or any contract.
7. IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to REJECT WHOLE OR IN PART ANY OR ALL BIDS, for any products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids which best serves the interest of Panola County.
8. All prices submitted in a properly signed bid will constitute firm offers held open through time of award in Commissioners Court.
9. All bids meeting the requirements of this bid package will be considered for award.
10. Prices for all goods and services shall be firm for the duration of any contract awarded and shall be stated on the bid sheet(s). All prices must be written in ink or typewritten.
11. Each vendor, by submitting a bid, agrees that if its bid is accepted by the commissioners Court, such vender will furnish all items/services upon which prices have been tendered and upon the terms and conditions in this bids package.
12. FUNDING: County funds for payment on any contract(s) awarded have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2025 thru December 31, 2025**. State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Furthermore, the Panola County Commissioners Court unconditionally reserves to itself the right to terminate this contract at the end of each budget period notwithstanding the actual anticipated term of the contract.
13. 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 of non-delivery of mail, carrier, etc.
14. 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.

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

15. WITHDRAWAL OF BID: Properly signed bids may be withdrawn any time prior to the official award of any contract. HOWEVER, A BID NOT WITHDRAWN PRIOR TO ITS CONSIDERATION BY THE COMMISSIONERS COURT IS CONSIDERED A FIRM OFFER AND CANNOT BE WITHDRAWN OR CANCELED BY THE BIDDER WITHOUT PERMISSION OF COMMISSIONERS COURT 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.

16. 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.

17. BID AWARD: Panola County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event that the lowest dollar offeror meeting the specification is not awarded a contract, the offer or may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the County Judge of his intent to appear. In determining responsible bidder, the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization and reliability. Cash discounts are not considered in bid award. If two or more bidders, able to conform to the specifications, submit the lowest and best bid, the Commissioners Court shall decide between such bidders by drawing lots in a manner prescribed by the County Judge.

At the discretion of the Commissioners Court, Bids may or may not be awarded to a separate vendor. Panola County reserves the right to concurrently award this bid to the Second Lowest and Best Bidder. The Second Lowest and Best Bidder may provide services requested by Panola County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service required within the time, set forth by the County

18. 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

19. EQUIPMENT TO BE PROVIDED: Successful bidder shall provide and install equipment listed below at NO additional cost to Panola County:

1. 1 Diesel Tank (12,500 gal) with 2 diesel pumps
2. 1 Gas Tank (12,500 gal) with 2 gas pumps
3. 1 DEF tank (500 gal) with 1 DEP pump
4. 2 Card lock system reader with WINC6 software
5. Tank monitors for both fuel tanks

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

Panola County will be responsible for all Electrical, help with removal of old tanks, and cleaning out the firewall to help prepare for the equipment to be installed.

20. 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.
21. IF DURING THE life of the contact, 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.
22. DELIVERY: Any successful bidder shall not deliver products or services in excess of those authorized. All delivery fees and fright or handling charges shall be as stated on the bid and contract forms section and if not, under no circumstances will Panola County be liable for products or services or cost which exceed the amounts specified in the bid package and the required purchase order. **FUEL MUST BE DELIVERED IN A PUMP TRUCK OWNED BY SUCCESSFUL BIDDER.** Delivery reports shall be furnished to Panola County Road and Bridge Warehouse to be attached to the invoice.
23. PURCHASE ORDER: Any successful bidder shall not deliver products or services as part of this contract without first obtaining a purchase order(s) from Panola County. 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.
24. CONFLICT OF INTEREST: No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.
25. NEITHER Department Heads nor Elected Officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners Court Agenda and approved in open court.
26. DEPARTMENT heads and other Elected Officials are NOT authorized to enter into any type of agreement or contract on behalf of Panola County. Only Commissioners Court, acting as a body, may enter in a contract on behalf of Panola County. Additionally, Department Heads and other Elected Officials are not authorized to agree to any type of supplemental agreements or contracts for goods and services. Supplemental agreements are subject to review by the County's attorney prior to being signed by the County's authorized representative.

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SIGNATURE OF BIDDER

27. 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.
28. EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking the exception to the specifications, or offering substitutions, shall state these exceptions in the sections provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken the exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exception(s) / substitution(s) deemed to be in the best interest of the county.
29. 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.
30. 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.
31. BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of service.
32. DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.
33. 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

34. 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.
35. BIDDER SHALL PROVIDE, with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.
36. 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.
37. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to the next lowest and best bidder as it is deemed to be in the best interest of the county.
38. 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 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 to thereafter becoming due.

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

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SIGNATURE OF BIDDER

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.

39. NOTICE: Any notice provided by this bid (or 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 had 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.
40. PATENTS/COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement or patents and/or copyrights.
41. 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.
42. INVOICES: Upon completion of each order, successful bidder shall send an itemized invoice to Panola County which include the following:
  1. Name and address of successful bidder,
  2. Panola County Purchase Order number,
  3. Descriptive information as to the item(s) delivered,
  4. Rack pricing verification,
  5. Rack cost plus all other inclusive cost.

Neither signed receipt nor payments shall be construed as an acceptance of any ineffective work, improper material(s), or release for any claim for damage.

43. ORDERING: Successful bidder will guarantee a 48-hour turnaround.
44. PAYMENT will be made upon receipt and acceptance by the Commissioners Court 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.
45. 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 items will become a donation to the County for deposition.

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

46. SAMPLES: When requested, samples shall be furnished free of expense to Panola County.
47. 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.
48. REMEDIES: The successful bidder and Panola County agrees that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
49. 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.
50. 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 Commissioners Court.
51. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

52. 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 Statue §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
53. 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.
54. NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to Panola 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.

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SIGNATURE OF BIDDER

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

56. 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 task 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.

57. 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 CONSTURCTION 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.

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SIGNATURE OF BIDDER



## **VENDOR CERTIFICATION STATEMENT**

The undersigned hereby certifies that the BID/RFP had been read and understood. In submitting its response, \_\_\_\_\_ represents to Panola County (hereafter county) that: (Company Name)

1. It is capable of providing the services as described in the BID/RFP;
2. The pricing offered by the vendor for the services are true and correct;
3. Agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
4. In accordance with Texas Government Code Section 2271.002, bidder represents and warrants, that neither Bidder, nor any subcontractor, assignee, or sub-recipient of bidder, currently boycotts Israel, or will boycott Israel during the term of this contract. Bidder agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have meaning assigned by Texas Government Code, Sec. 808.001(1);
5. In accordance with Texas Government Code Section 2274.002, bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Bidder also certifies that it will not discriminate during the term of this contract against a firearm entity or firearm trade association;
6. In accordance with Texas Government Code Section 2276.002, bidder certifies that it does not boycott Energy Companies, and bidder will not boycott Energy Companies during the term of this contract;
7. Is not suspended or debarred from doing business with the Federal Government as listed at SAM.gov maintained by the General Services Administration;
8. Under sections 2155.004 and 2155.006, Texas Government Code, the Vendor certifies that the individual or business entity named in this certification is not ineligible to receive a resulting contract and acknowledges that such contract may be terminated, and payment withheld if this certification is inaccurate;
9. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response;
10. Under section 2155.004(a), Texas Government Code, the Vendor has not received compensation for participation in the preparation of the specifications for this solicitation; and
11. Neither they, nor anyone acting for them, have violated the antitrust clause of the United States or the State of Texas, nor communicated directly or indirectly with any competitor or any other person engaged in such a line of business for the purpose of obtaining an unfair price advantage.

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

# SPECIFICATIONS

## **GASOLINE & DIESEL FUEL**

ALL DELIVERY AND FREIGHT CHARGES (F.O.B. PANOLA COUNTY DESIGNATED LOCATION) ARE TO BE INCLUDED IN THE BID PRICE. DELIVERIES WILL BE MADE WITHIN 48 HOURS FROM THE TIME REQUESTED BY AUTHORIZED PANOLA COUNTY PERSONNEL.

### **BID PRICING ON GASOLINE AND DIESEL:**

Gasoline-No lead gasoline (E10, 87 Octane)

Diesel-Ultra low sulfur, Highway use, TexLed

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 9/20/2024. BIDS THAT DO NOT INCLUDE THIS INFORMATION WILL NOT BE CONSIDERED.

The estimated quantity to be purchased in 2025 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**

### **CONSTANT PRICE:**

The bid constant is the amount per gallon the bidder submits as a constant price.

### **NOTE:**

1. Included in the constant figure is **ALL OF THE BIDDERS OVERHEAD COST INCLUDING DELIVERY TO THE PANOLA COUNTY ROAD AND BRIDGE WAREHOUSE, THE TEXAS STATE TAX** (subject to increase or decrease by the state and adjust accordingly), **AND THE PROFIT OF THE BIDDER ADDS FOR HIM/HERSELF.**
2. The constant remains the same throughout the contract period.

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

---

SIGNATURE OF BIDDER

Bids shall be submitted on the attached bid response form.

**DAILY RACK PRICE:**

The rack price is posted by Delek each day.

**NOTE:**

1. The daily rack price is used for pricing purposes **ONLY**.
2. The successful bidder is not restricted to obtain products from any specific terminal.
3. The daily rack price shall be the new quote per gallon. The prior days quote shall be used when deliveries are made on days that are not quoted.
4. Successful bidder shall obtain the rack price from Delek for him/herself and enclose a copy of it with each bill for the day the product is delivered at no additional expense to the county.

**TOTAL COST:**

The daily rack price is added to the constant price. **THE RESULT IS THE TOTAL AMOUNT PANOLA COUNTY IS TO PAY ON THIS DELIVERY.**

**EQUIPMENT TO BE PROVIDED:** Successful bidder shall provide and install equipment listed below at NO additional cost to Panola County:

1. 1 Diesel Tank (12,500 gal) with 2 diesel pumps
2. 1 Gas Tank (12,500 gal) with 2 gas pumps
3. 1 DEF tank (500 gal) with 1 DEP pump
4. 2 Card lock system reader with WINC6 software
5. Tank monitors for both fuel tanks

Panola County will be responsible for all electrical, help with removal of old tanks, and cleaning out the firewall to help prepare for the equipment to be installed.

**FUEL MUST BE DELIVERED IN A PUMP TRUCK OWNED BY SUCCESSFUL BIDDER.**

Any questions concerning this bid should be directed to:

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

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

# PANOLA COUNTY BID RESPONSE FORM

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: 9/20/2024

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 \_\_\_\_\_

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

NUMBER OF TANKS: 1- GASOLINE, 1 DIESEL, 1 DEF

DIESEL TANK = 12,500 GALLONS

GAS TANK = 12,500 GALLONS

DEF TANK = 500 GALLONS

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SIGNATURE OF BIDDER

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: \_\_\_\_\_

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

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\_\_.

## VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_



PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

**9:00 A.M. TUESDAY, OCTOBER 8, 2024.**

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, 2025**, and continuing until **December 31, 2025**.

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 **9:00 A.M. TUESDAY, OCTOBER 8, 2024**

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, 2025, through December 31, 2025.**

**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.

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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.

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Signature of Bidder

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

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

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

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

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

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

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

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

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

1. Panola County may take possession of the assigned premises, and any fees accrued or becoming due to date.

2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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Signature of Bidder

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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.

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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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

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

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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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

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

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

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

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Signature of Bidder

**SPECIFICATIONS FOR ASPHALT MATERIALS FOR ROAD MAINTENANCE**

**OIL SAND**

<u>PROPERTIES</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
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
<b>OIL SAND .....</b>	<b>\$ _____ /TON</b>	<b>\$ _____ /TON</b>
<b>HOT OIL SAND .....</b>	<b>\$ _____ /TON</b>	<b>\$ _____ /TON</b>
<b>HOT MIX ASPHALT.....</b>	<b>\$ _____ /TON</b>	<b>\$ _____ /TON</b>
<b>DELIVERY FEE/CHARGE (PER MILE)</b>	<b>_____</b>	

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:

TGNR EAST TEXAS II proposes to place a  
(COMPANY NAME)

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

of County Road: CR 3371, CR 325, CR 326, CR 327 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 N/A 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 30th day of  
August.

FIRM: TGNR East Texas LLC  
BY: Todd Wright  
TITLE: Consultant  
ADDRESS: 1749 US Highway 79S,  
Carthage, Texas 75633  
PHONE: (903) 539.2903 - C

# APPROVAL

September 10, 2024

TO: TGNR East Texas II  
Attn: Todd Wright  
1749 US Highway 79S  
Carthage, Tx. 75633

RE: **County Roads #3371, #325, #326, & #327**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **12" lines** within the right-of-way of **County Roads #3371, #325, #326 & #327** 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.

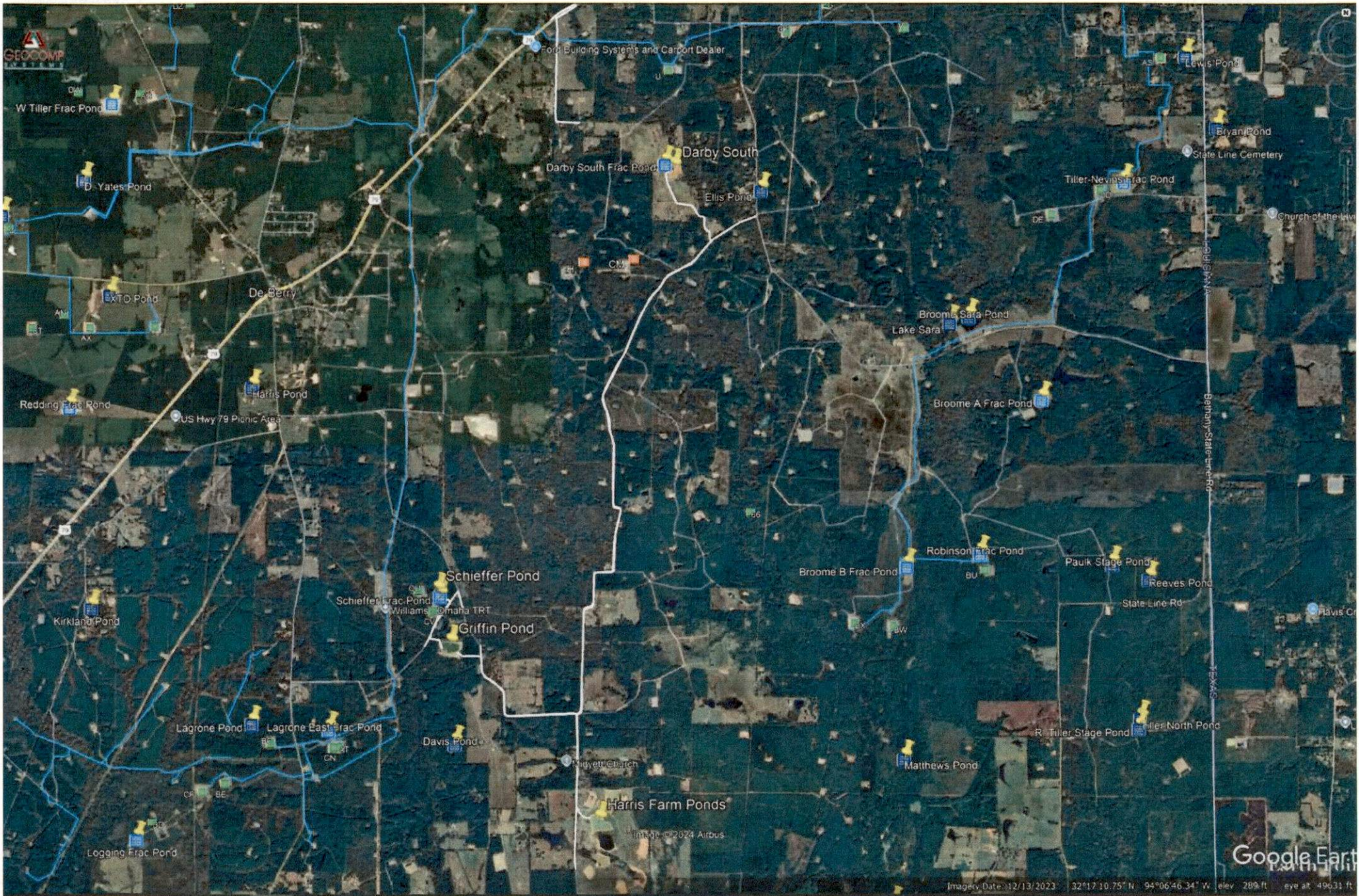
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in 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





**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:

TG NR East Texas II LLC proposes to place two  
(COMPANY NAME)

6" lines within the Right-of-Way  
(PIPE SIZE)

of County Road: 336 as follows:  
(NUMBER OF ROAD)

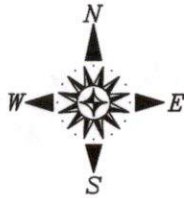
The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring a total length of 44' line in Panola County.

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

Construction of this line will begin on or after the 15th day of  
September

FIRM: TG NR East Texas II LLC  
BY: Jeff McClure  
TITLE: Sr. Surface Engineer  
ADDRESS: 342 Johnny Clark Rd  
Longview, TX 75603  
PHONE: (903) 235-5689

# PANOLA COUNTY, TEXAS



**LEONARD STRAU SURVEY,  
A - 644**

N=Y= 261120.3  
E=X= 3030312.7  
Latitude: 32° 20' 21.977"  
Longitude: 94° 09' 48.884"  
NAD 1927

**JOHN F. CHEAIRS SURVEY,  
A - 122**

James Madison Furrh  
Called 3.3 Acres  
Volume 1735, Page 1  
(P.C.O.P.R.)

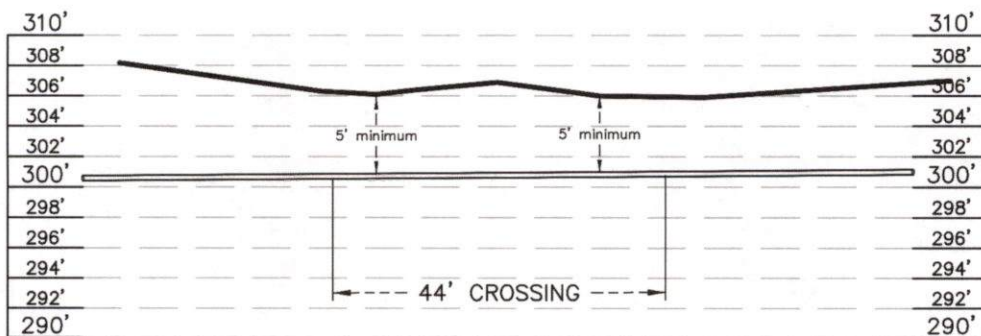
Mrs. Junius M. Furrh and  
Mrs. Jeanne Furrh Hodges Clifford  
Called 504.19 Acres  
"Tract Two"  
Volume 871, Page 600  
(P.C.D.R.)

Norman Wesley Shamp  
Called 135 Acres  
Volume 1076, Page 725  
(P.C.O.P.R.)

**PLAN VIEW:**

Scale:  
Horizontal: 1" = 20'  
Vertical: 1" = 10'

**PIPE SPECIFICATION :**  
6" POLY "PYTHON PIPE"  
**METHOD OF INSTALLATION :**  
BORE



**PROFILE VIEW:**

PLAT SHOWING:  
**PROPOSED PIPELINES CROSSING  
COUNTY ROAD NO. 336,  
LOCATED IN THE LEONARD STRAU  
SURVEY, A - 644 AND JOHN F.  
CHEAIRS SURVEY, A - 122,  
PANOLA COUNTY, TEXAS**

PREPARED FOR <b>TGNER EAST TEXAS II LLC</b>	
<b>Bowman</b> 4901 E End Blvd South, Marshall, Tx 75672 www.bowman.com 903.471.8391 TBPELS Firm No. 10120600 I LA Firm No. 846	
Date: 08/15/2024	Scale: 1" = 20'
Drawn By: KNG	Surveyed By: CC
Job No.: 381218	P586-DZ-AP-CA-CR336

Note: Coordinates and Bearings are based on the State Plane Coordinate System, NAD 1927, Texas North Central Zone. Elevations are referenced to NAVD 1988.

**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:

TGNR East Texas II LLC proposes to place ~~one~~ two  
(COMPANY NAME)

6" lines within the Right-of-Way  
(PIPE SIZE)

of County Road: 3373 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 50' 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 15<sup>th</sup> day of  
September.

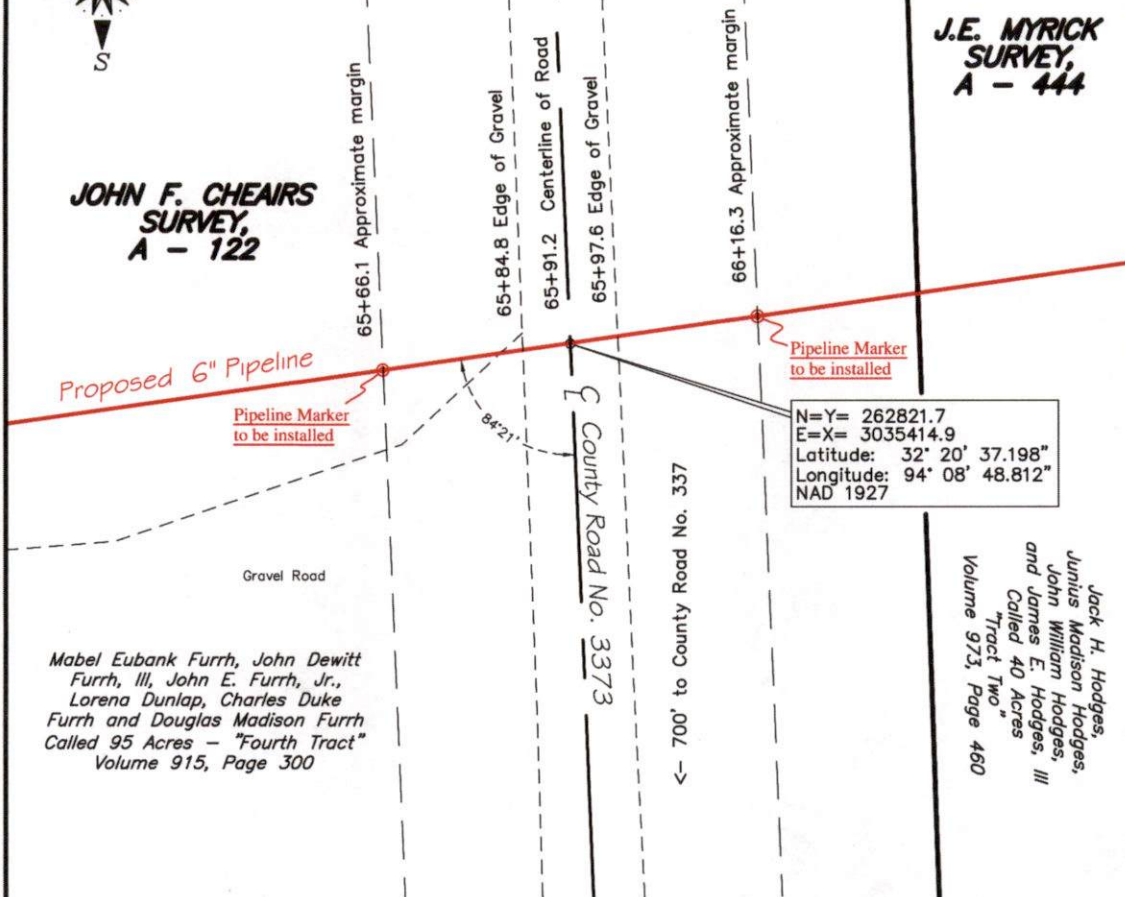
FIRM: TGNR East Texas II LLC  
BY: Jeff McClure  
TITLE: Sr. Surface Landman  
ADDRESS: 342 Johnny Clark Rd  
Longview, TX 75603  
PHONE: (905) 235-5689

# PANOLA COUNTY, TEXAS



**JOHN F. CHEAIRS SURVEY,  
A - 122**

**J.E. MYRICK SURVEY,  
A - 444**



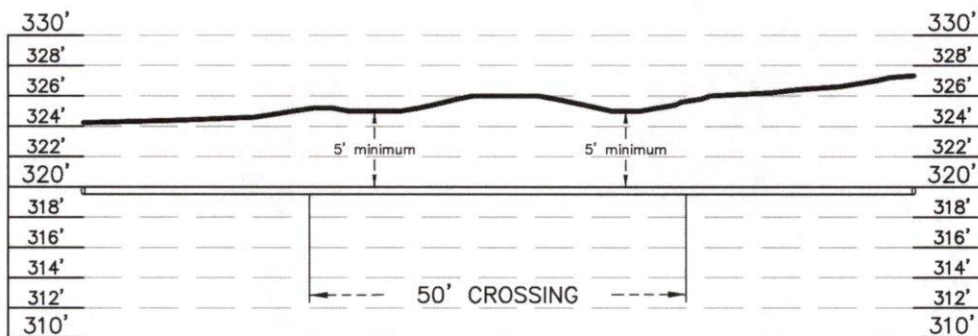
Mabel Eubank Furrh, John Dewitt Furrh, III, John E. Furrh, Jr., Lorena Dunlap, Charles Duke Furrh and Douglas Madison Furrh Called 95 Acres - "Fourth Tract" Volume 915, Page 300

Jack H. Hodges,  
Junius Madison Hodges,  
John William Hodges, III  
and James E. Hodges, III  
Called 40 Acres  
"Tract Two"  
Volume 973, Page 460

Scale:  
Horizontal: 1" = 20'  
Vertical: 1" = 10'

### PLAN VIEW:

**PIPE SPECIFICATION :**  
**6" POLY "PYTHON PIPE"**  
**METHOD OF INSTALLATION :**  
**BORE**



### PROFILE VIEW:

PLAT SHOWING:  
**PROPOSED PIPELINE CROSSING  
COUNTY ROAD NO. 3373,  
LOCATED IN THE JOHN F.  
CHEAIRS SURVEY, A - 122,  
PANOLA COUNTY, TEXAS**

PREPARED FOR  
**TGNR EAST TEXAS II LLC**

**Bowman**

4901 E End Blvd South,  
Marshall, Tx 75672  
www.bowman.com  
903.471.8391  
TBPELS Firm No. 10120600  
I LA Firm No. 846

Note: Coordinates and Bearings are based on the State Plane Coordinate System, NAD 1927, Texas North Central Zone. Elevations are referenced to NAVD 1988.

Date: 08/15/2024	Scale: 1" = 20'
Drawn By: KNG	Surveyed By: CC
Job No.: 381218	P586-DZ-AP-CA-CR3373

# APPROVAL

September 10, 2024

TO: TGNR East Texas II  
Attn: Jeff McClure  
342 Johnny Clark Rd.  
Longview, Tx. 75603

RE: **County Roads #336 & #3373**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **6" lines** within the right-of-way of **County Roads #336 & #3373** 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



TG Natural Resources LLC  
717 Texas Avenue Suite 2000  
Houston, TX 77002

T 346.308.2250

September 3, 2024

PANOLA COUNTY TREASURER OFFICE  
110 SOUTH SYCAMORE RM. #312  
CARTHAGE, TX 75633

Re: Road Repairs on CR 407, SC 4 Pad

Please accept enclosed check to cover the road repairs.

Check Amount	Check No.
\$ 26,306.80	00009287

Please sign one copy of this letter and return via the enclosed envelope. Should you have any questions or comments, please do not hesitate to contact the undersigned at [nancy.gonzalez@tgnr.com](mailto:nancy.gonzalez@tgnr.com).

Sincerely,  
TG Natural Resources LLC

Nancy Gonzalez  
Land Administration

Accepted this 10th day of September, 2024 by:

Rodger G. McLane / County Judge

Printed Name/Title

Rodger G. McLane  
Signature

Enclosures



# Donation

Date 09-06-2024

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

\$ 26,306.80 and/or

material of the following type and amount \_\_\_\_\_

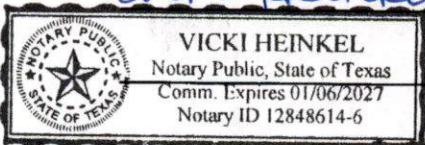
This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number 407, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

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

[Signature] Commissioner, Precinct# 4

Sworn and subscribed to this 10th day of September, 20 24.

Vicki Heinkel, Notary Public, State of Texas, My commission expires 1-6-2027



(Panola County Commissioners' Court use only)

This item was accepted / disapproved (strike one) at a meeting of the Panola County Commissioners' Court on this 10th day of September, 20 24.

County Judge [Signature]

No. 00009287

TGNR EAST TEXAS LLC  
717 TEXAS AVENUE SUITE 2000  
HOUSTON, TX 77002  
979-216-0034

TGNR EAST TEXAS LLC  
VENDOR NO. 40206

DATE: 29-Aug-2024

VENDOR NAME: PANOLA COUNTY TAX OFFICE

PANOLA COUNTY TAX OFFICE  
PANOLA COUNTY CLERK  
110 S. SYCAMORE STREET  
ROOM 211  
CARTHAGE, TX 75633

INVOICE NO	INVOICE DATE	DESCRIPTION	DISCOUNT AMOUNT	NET
CKRQST 08232024	8/23/2024	CHECK IS FOR THE FOR THE REPAIRS ON CR		\$26,306.80
PLEASE DETACH AND RETAIN THIS STATEMENT AS YOUR RECORD OF PAYMENT.				\$26,306.80

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

TGNR EAST TEXAS LLC  
717 TEXAS AVENUE SUITE 2000  
HOUSTON, TX 77002  
979-216-0034

JP MORGAN CHASE BANK, N.A.  
DALLAS, TX

No. 00009287

88-88/1113

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
27-Aug-2024	00009287	**26,306.80

Cash promptly; void if not presented for payment within 180 days of issuance

Twenty-Six Thousand, Three Hundred Six Dollars and Eighty Cents\*\*\*\*\*

PAY TO THE ORDER OF PANOLA COUNTY TAX OFFICE  
PANOLA COUNTY CLERK  
110 S. SYCAMORE STREET  
ROOM 211  
CARTHAGE, TX 75633

*Handwritten signature*

⑈00009287⑈ ⑆111300880⑆ 880320994⑈

**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:

**AIRPORT LEASE FOR HAY CUTTING**

TO PROVIDE for a contract commencing **OCTOBER 8, 2024**, and continuing until **DECEMBER 31, 2026**.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids for any or all 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 bidder in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than **9:00 A.M. TUESDAY, OCTOBER 8, 2024**.

MARK ENVELOPES:

**“AIRPORT LEASE FOR HAY CUTTING”**

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

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

**SPECIFICATIONS FOR AIRPORT LEASE FOR HAY CUTTING**

1. Lease shall begin October 8, 2024, and end December 31, 2026
2. Lease shall be for 130 acres of specified land at the Panola County Airport, Sharpe Field. This lease is **ONLY** for the **SOLE PURPOSE** of cutting and baling grass for hay bales. Completed bales shall not remain on airport property for more than 7 days.
3. Successful bidder shall obtain a general liability insurance policy in the amount of \$1,000,000.00, with Panola County named as the additional insured. A copy of the policy shall be delivered to the Panola County Airport, Sharpe Field Airport Manager each year before any equipment is brought onto airport property.
4. Successful bidder agrees to cut and remove hay at least 3 (three) times per calendar year (with the exception of extreme drought conditions) and further agrees to keep height of grass maintained.
5. Successful bidder will clip the fields at the end of hay season.
6. Successful bidder shall comply with all Panola County Airport, Sharpe Field safety regulations and shall coordinate with the Airport Manager when crossing any runway or taxiway.
7. Before any cutting or baling operations begin full payment of lease shall be made in full to:  
  
**Joni Reed, Panola Co. Treasurer**  
**110 S. Sycamore St. Room 312**  
**Carthage, Texas. 75633**
8. Any attempt to sub-lease this agreement shall render the lease invalid.

SIGNATURE \_\_\_\_\_

**INVITATION TO BID**  
**INSTRUCTIONS / TERMS OF CONTRACT**

This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County.

The bidder shall not offer anything of value to any employee, official or agent of Panola County.

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

Successful bidder shall defend, indemnify and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with costs, which may be obtained, against Panola County growing out of such injury or damages.

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.

This contract shall remain in effect until contract expires, or performance of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation.

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. This agreement is performable in Panola County, Texas.

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 if the county declares the bidder in default.

Texas Government Code Sec. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

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

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Robert Duncan, Airport Manager (903) 690-2833**

**BID FORM AND CONTRACT**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING TO PANOLA COUNTY, TEXAS IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

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

I (we) hereby agree to lease 130 acres of land for sole purpose of cutting and baling hay.

I HEREBY BID \$ \_\_\_\_\_ (TOTAL) FOR THE LEASE OF 130 ACRES OF SPECIFIED LAND AT THE PANOLA COUNTY AIRPORT, SHARPE FIELD FOR THE SOLE PURPOSE OF CUTTING AND BALING HAY.

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

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

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

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

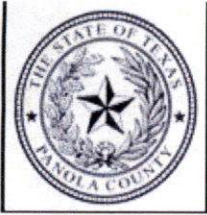
\_\_\_\_\_

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

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

PANOLA COUNTY, TEXAS

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



**FISCAL YEAR 2025**  
**VEHICLE INVENTORY TAX INTEREST FUND**

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

**REVENUES**

<u>190-360-41001</u>	INTEREST EARNINGS	1,023
		<u>1,023</u>

**EXPENDITURES**

<u>190-499-51040</u>	DEPUTIES	708
<u>190-499-52010</u>	SOCIAL SECURITY TAXES	56
<u>190-499-52030</u>	RETIREMENT & DEATH BENEFITS	172
<u>190-499-52040</u>	WORKERS COMPENSATION	10
<u>190-499-52060</u>	UNEMPLOYMENT INSURANCE	5
<u>190-499-52070</u>	OTHER POST EMPLOYMENT BENEFITS	72
		<u>72</u>

**Fund 190 Total:** 1,023

*Holly Gibbs*  
APPROVED BY HOLLY GIBBS, PANOLA COUNTY TAX ASSESSOR/COLLECTOR

*9-6-24*  
DATE

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



PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

**9:00 A.M., TUESDAY, OCTOBER 8, 2024**

MARK ENVELOPES

**"BID, AVIATION GASOLINE 100LL"**

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 Robert Duncan, Airport Manager, at (903) 693-7856.

---

Signature of Bidder

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**"AVIATION GASOLINE 100LL"**

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

**Not later than 9:00 a.m., Tuesday, October 8, 2024**

Mark Envelopes:

**"BID, AVIATION GASOLINE 100LL"**

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

---

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 Fiscal Year 2025.

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

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

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

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

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

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

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

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

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

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

---

Signature of Bidder

**EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners' Court reserves the right to accept any and all or none of the exception(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 ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Panola County. Addenda will be mailed to all who are known to have received a copy of this ITB. Bidders shall acknowledge receipt of all addenda.

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

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

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

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

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

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

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Signature of Bidder

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

SUCCESSFUL BIDDER SHALL defend, indemnify, and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault or the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment costs which may be obtained against Panola County growing out of such injury or damages.

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.

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 wags and benefits as required by Federal and/or State law.

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

---

Signature of Bidder

**TERMINATION FOR DEFAULT:** Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

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

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

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

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

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

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

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Signature of Bidder

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

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

**INVOICES** shall show (a) name and address of successful bidder; (b) county purchase order number; and (c) descriptive information as to the item(s) delivered.

**PAYMENT** will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with State of Texas Prompt Payment Act, Gov't Code, Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

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

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

---

Signature of Bidder

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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

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

Texas Government Code Sec. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

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

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Robert Duncan, Airport Manager, at (903) 693-7856.

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Signature of Bidder



## FUEL SPECIFICATIONS

**AVIATION GASOLINE** - 100LL Minimum knock value lean (octane number) 100 minimum. Must comply with ASTM specifications and have property fuel analysis documentation at each fuel delivery. If proper documentation is not presented, the fuel load will be **refused at no cost** to Panola County.

Bid prices shall include all State and Federal taxes and must be based on delivery into storage tanks located at the Panola County Airport-Sharpe Field.

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 10/03/24. BIDS THAT DO NOT INCLUDE THIS INFORMATION WILL NOT BE CONSIDERED.**

Invoices submitted for payment must include refinery rack price verification by one of the following methods:

- 1) Documentation from the refinery stating the rack price on the delivery date;
- 2) Vendor may provide Panola County with a phone number for the refinery rack prices.

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

The estimated quantity to be purchased in **2025** is **80,000** gallons of aviation 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 = REFINERY RACK PRICE + FEES + TAXES + BIDDER'S MARK UP**

**ESTIMATED ANNUAL COST = BID PRICE (AVIATION GASOLINE) \*80,000**

**THE BID FOR GASOLINE WILL BE AWARDED TO THE BIDDER WITH THE LOWEST ESTIMATED ANNUAL COST.**

Bids shall be submitted on the attached bid form.

Questions concerning this bid should be directed to Robert Duncan, Airport Manager at 903-693-7856.

**BID FORM AND CONTRACT**  
**AVIATION GASOLINE 100LL**

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE PANOLA COUNTY AIRPORT - SHARPE FIELD, 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 to Panola County, Texas for Fiscal Year 2025, Aviation gasoline for the following price:

- a) Aviation Gasoline 100LL at \_\_\_\_\_ cents per gallon over refinery rack price.  
Refinery rack price on 10-03-24 \_\_\_\_\_ cents/gallon.
- b) Additional Freight Charges for Bobtail Load \_\_\_\_\_ cents per gallon.

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

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
ADDRESS

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

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

\_\_\_\_\_  
DATE

**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\_\_.



National Bond Center  
350 E. 96th Street  
Indianapolis, Indiana 46240  
+1 (888) 8442663 Fax: +1 (866) 5474883

Richard H. Thomas Inc.  
PO Box 430  
Carthage, Texas 75633-0430

Agent Telephone: 903-693-3831  
Bond Number: 999067433  
Cross Reference:

FILED FOR RECORD  
IN MY OFFICE  
AT 2:00 O'CLOCK A M.

Loretta Mason  
110 S. Sycamore St.  
Room 100  
Carthage, Texas 75633

SEP 17 2024

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY B. Davis DEPUTY

We appreciate having you as a Liberty Mutual customer and we would like to thank you for allowing us to serve your bonding needs. This letter is to confirm Liberty Mutual Surety has received payment for your renewing bond.

The effective date of your renewing bond begins 09/11/2024.

Please review the enclosed documents for accuracy. You must remit the original of the New Bond and any supporting documents required to your Obligee.

If you have any questions regarding this bond or would like to discuss your future bond needs, please contact your Liberty Mutual agent.

Again, thank you for entrusting us with your bonding needs.

Sincerely,  
National Bond Center

For additional information regarding Liberty Mutual insurance products, please visit [www.libertymutual.com](http://www.libertymutual.com)



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

No. 999067433

That we Loretta Mason
of 110 S. Sycamore St., Room 100, Carthage, TX 75633

(Insert Full Name [top line] and Address [bottom line] of Principal)
, as Principal and The Ohio Casualty Insurance Company
laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto Panola County

County Auditors Office Rm 213A, Carthage, TX 75633
(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of One Thousand Dollars And Zero Cents
(\$1,000.00) DOLLARS, for the payment of which, well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Elections Administrator
for a term
beginning on September 11, 2024 and ending on September 11, 2025.

Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official
duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full
force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to Panola County

County Auditors Office Rm 213A, Carthage, TX 75633 and
this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the
terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the
Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability
hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from
the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may
be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be
selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any
interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses,
levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED August 21, 2024

Loretta Mason
Loretta Mason



The Ohio Casualty Insurance Company
By: Timothy A. Mikolajewski
Timothy A. Mikolajewski Attorney-in-Fact

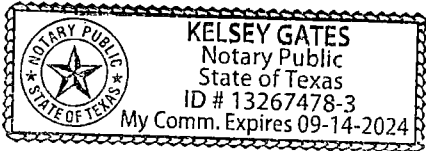
OATH OF OFFICE

STATE OF Texas }  
County of Panola } SS

I, Loretta Mason,  
do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the  
State of Texas and that I will discharge the duties of my office of Elections  
Administrator with fidelity; that I have not  
paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other valuable thing to procure my  
nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not  
knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will not knowingly receive,  
directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my  
office than the compensation allowed by law. So help me God.

Loretta Mason

Sworn to and subscribed before me this 27<sup>th</sup> day of August, 2024



Kelsey Gates



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Loretta Mason
Agency Name: Richard H. Thomas Inc. Bond Number: 999067433
Obligee: Panola County
Bond Amount: (\$1,000.00) One Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 21st day of August, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

IN MY OFFICE  
AT 10:15 O'CLOCK A M.

SEP 12 2024

**BOND APPROVAL**

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY B. Davis DEPUTY

In accordance with Chapter 84.021(c) of , Local Government Code, as enacted by  
Acts 1987, as amended, I hereby approve Bond #32S577699 (copy attached) of the  
County Auditor of Panola County.



LeAnn Kay Rafferty  
District Judge  
123<sup>rd</sup> Judicial District

**FILED**

At 1:10 O'clock P M.

AUG 29 2024

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

A TRUE COPY  
I hereby certify  
Lindsey Smith  
DISTRICT CLERK  
PANOLA COUNTY, TEXAS  
Lora Brown, Chief Deputy  
Page 1 of 3





National Bond Center  
350 E. 96th Street  
Indianapolis, Indiana 46240  
+1 (888) 8442663 Fax: +1 (866) 5474883

Richard H. Thomas Inc.  
PO Box 430  
Carthage, Texas 75633-0430

Agent Telephone: 903-693-3831  
Bond Number: 32S577699  
Cross Reference:

JENNIFER SULLIVAN STACY  
110 S. SYCAMORE  
COUNTY AUDITORS OFFICE RM 213A  
CARTHAGE, Texas 75633

We appreciate having you as a Liberty Mutual customer and we would like to thank you for allowing us to serve your bonding needs. This letter is to confirm Liberty Mutual Surety has received payment for your renewing bond.

The effective date of your renewing bond begins 08/31/2024.

Please review the enclosed documents for accuracy. You must remit the original of the Renew By Certificate and any supporting documents required to your Obligee.

If you have any questions regarding this bond or would like to discuss your future bond needs, please contact your Liberty Mutual agent.

Again, thank you for entrusting us with your bonding needs.

Sincerely,  
National Bond Center

A TRUE COPY  
I hereby certify  
Lindsey Smith  
DISTRICT CLERK  
PANOLA COUNTY, TEXAS  
Lora Brown, Chief Deputy  
Page 2 of 3

For additional information regarding Liberty Mutual insurance products, please visit [www.libertymutual.com](http://www.libertymutual.com)



National Bond Center  
350 E. 96th Street  
Indianapolis, Indiana 46240  
+1 (888) 8442663 Fax: +1 (866) 5474883

### Continuation Certificate

To be attached to and form a part of surety bond number 32S577699 (the "Bond"), for County Auditor dated the 1st day of September, 2018, in the penal sum of 5,000.00 USD issued by The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of JENNIFER SULLIVAN STACY as principal (the "Principal"), in favor of DISTRICT JUDGE OF PANOLA COUNTY, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 31st day of August, 2026, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 21st day of August, 2024.

The Ohio Casualty Insurance Company  
\_\_\_\_\_  
(Surety)

By: Timothy A. Mikolajewski  
\_\_\_\_\_  
Timothy A. Mikolajewski, Assistant Secretary



I hereby certify that the foregoing is a true and correct copy of the original on file in my office.  
Page 3 of 3.

LINDSEY SMITH  
PANOLA COUNTY DISTRICT CLERK

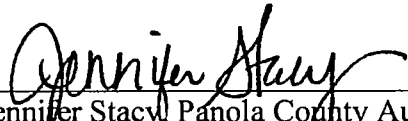
8.29.24 Lerabneun  
Date Deputy Clerk

**WRITTEN OATH OF OFFICE**

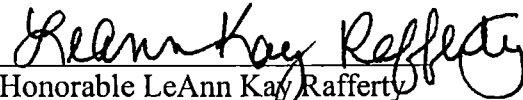
I, **JENNIFER STACY**, do solemnly swear (or affirm), that I have held the position of public trust as follows:

<u>POSITION</u>	<u>DATES SERVED</u>
Panola County 2 <sup>nd</sup> Assistant Auditor	6/03/2003 thru 08/14/2008
Panola County 1 <sup>st</sup> Assistant Auditor	08/15/2008 thru 8/31/2018
Panola County Auditor	09/01/2018 thru 08/31/2024

I furthermore solemnly swear (or affirm), that I have met the qualifications required for County Auditors as outlined in Chapter 84 of Texas Local Government Code as enacted by Acts 1987, as amended, and that I will not be personally interested in a contract with the county while serving as Panola County Auditor.

  
Jennifer Stacy, Panola County Auditor

Subscribed and sworn to before me, this 29 day of August A.D. 2024.

  
Honorable LeAnn Kay Rafferty  
123<sup>rd</sup> Judicial District Judge

**FILED**

At 1:10 O'clock P M.

**AUG 29 2024**

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

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**

8-29-24 Lorabueun  
Date Deputy Clerk

SEP 12 2024

**OATH OF OFFICE**  
**PANOLA COUNTY AUDITOR**

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY B. Davis DEPUTY

"I, Jennifer Stacy, do solemnly swear (or affirm), before the undersigned official and God the following:

1. That I will faithfully execute the duties of the office of County Auditor, of the County of Panola, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution of the United States and this State;
2. That I have neither directly nor indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward for the appointment to this office, so help me God."

Signed this the 29 day of August 2024.

Jennifer Stacy  
Jennifer Stacy

Subscribed and sworn to before me this the 29 day of August 2024 by Jennifer Stacy.

LeAnn Kay Rafferty  
LeAnn Kay Rafferty  
123<sup>rd</sup> Judicial District Court of Texas  
Panola County, Texas

**FILED**

At 1:10 O'clock P M.

AUG 29 2024

LINDSEY SMITH, CLERK  
DISTRICT COURT & COUNTY  
COURT AT LAW, PANOLA CO., TX

BY: W. Rabbeun DEPUTY

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

8-29-24 W. Rabbeun  
Date Deputy Clerk

AT 10:15 O'CLOCK A M.

**OATH OF OFFICE**  
**PANOLA COUNTY ASSISTANT AUDITOR**

SEP 12 2024

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY B. Davis DEPUTY

"I, Christina Chatman, do solemnly swear (or affirm), before the undersigned official and God the following:

1. That I will faithfully execute the duties of the office of Assistant County Auditor, of the County of Panola, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution of the United States and this State;
2. That I have neither directly nor indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward for the appointment to this office, so help me God."

Signed this the 29 day of August, 2024.

Christina Chatman  
Christina Chatman

Subscribed and sworn to before me this the 29 day of August 2024 by Janet Barnett.

LeAnn Kay Rafferty  
LeAnn Kay Rafferty  
123<sup>rd</sup> Judicial District Court of Texas  
Panola County, Texas

FILED  
At 1:10 O'clock P M.

AUG 29 2024

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

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

8-29-24 Lorabuehn  
Date Deputy Clerk

**OATH OF OFFICE**  
**PANOLA COUNTY ASSISTANT AUDITOR**

SEP 12 2024

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY: B. Davis DEPUTY

"I, Janet Barnett, do solemnly swear (or affirm), before the undersigned official and God the following:

1. That I will faithfully execute the duties of the office of Assistant County Auditor, of the County of Panola, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution of the United States and this State;
2. That I have neither directly nor indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward for the appointment to this office, so help me God."

Signed this the 29 day of August, 2024.

Janet Barnett  
Janet Barnett

Subscribed and sworn to before me this the 29 day of August 2024 by Janet Barnett.

LeAnn Kay Rafferty  
LeAnn Kay Rafferty  
123<sup>rd</sup> Judicial District Court of Texas  
Panola County, Texas

FILED  
At 1:10 O'clock P M.  
AUG 29 2024

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

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  
8-29-24 Lorabueun  
Date Deputy Clerk

**OATH OF OFFICE**  
**PANOLA COUNTY FIRST ASSISTANT AUDITOR**

SEP 12 2024

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY B. Davis DEPUTY

"I, Robyn Klysen, do solemnly swear (or affirm), before the undersigned official and God the following:

1. That I will faithfully execute the duties of the office of First Assistant County Auditor, of the County of Panola, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution of the United States and this State;
2. That I have neither directly nor indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward for the appointment to this office, so help me God."

Signed this the 29 day of August, 2024.

Robyn Klysen  
Robyn Klysen

Subscribed and sworn to before me this the 29 day of August 2024 by Robyn Klysen.

LeAnn Kay Rafferty  
LeAnn Kay Rafferty  
123<sup>rd</sup> Judicial District Court of Texas  
Panola County, Texas

FILED

At 1:10 O'clock P M.

AUG 29 2024

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

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

8-29-24 L. Abueun  
Date Deputy Clerk



OFFICIAL BOND AND OATH

Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSurety.com

FILED FOR RECORD
IN MY OFFICE
AT 10:15 O'CLOCK A M

SEP 12 2024

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEX
BY [Signature] DEPUTY

KNOW ALL PERSONS BY THESE PRESENTS:

Bond Number: 999026518

That we, Christina Chatman
of 732 County Road 121, Carthage, TX 75633
as Principal, and, The
Ohio Casualty Insurance Company
a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto
the Panola County
and/or his/her
successors in the penal sum of Five Thousand Dollars And Zero Cents
(\$5,000.00), for the payment of which we hereby bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 21st day of August, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,
That whereas, the above bounden Principal was on the
, duly
(elected/appointed) to the office of Assistant County Auditor
in and for
County in the State of Texas, for a term commencing on the 31st day of August, 2024
and ending August 31, 2026.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and
shall (conditions) faithfully performance of the duties of county auditor

then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against
this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this
bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that,
not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Christina Chatman

BY:
Principal

The Ohio Casualty Insurance Company
Surety

Countersigned
BY:
Texas Resident Agent

BY: Timothy A. Mikolajewski
Attorney-in-Fact
Timothy A. Mikolajewski



ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of } ss

Before me,
, on this day, personally appeared, Christina Chatman
, known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal
of office, at
, Texas, this the
day of
.

SEAL

Notary Public

County, Texas





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Christina Chatman
Agency Name: Richard H. Thomas Inc. Bond Number: 999026518
Obligee: Panola County
Bond Amount: (\$5,000.00) Five Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 21st day of August, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

AT 10:15 O'CLOCK A.M.



Liberty Mutual Surety  
Attention: LMS Claims  
P.O. Box 34526  
Seattle, WA 98124  
Phone: 206-473-6210  
Fax: 866-548-6837  
Email: HOSCL@libertymutual.com  
www.LibertyMutualSuretyClaims.com

SEP 13 2024

BOBBIE DAVIS

BY B. Davis

**PUBLIC OFFICIAL BOND**

No. **999156179**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Macaria Janet Barnett  
of 851 FM 31 South, Carthage, TX 75633

(Insert Full Name [top line] and Address [bottom line] of Principal)

, as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto Panola County

County Auditors Office Rm 213A, Carthage, TX 75633

(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of Five Thousand Dollars And Zero Cents  
(\$5,000.00) DOLLARS, for the payment of which, well and truly

to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has been elected or appointed to (or holds by operation of law) the office of Assistant County Auditor for a term beginning on August 31, 2024 and ending on August 31, 2026.

**Now, therefore, the condition of this Obligation is such** that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to Panola County

County Auditors Office Rm 213A, Carthage, TX 75633 and

this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED August 21, 2024.

Macaria Janet Barnett

The Ohio Casualty Insurance Company



By: Timothy A. Mikolajewski  
Timothy A. Mikolajewski

Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Macaria Janet Barnett

Agency Name: Richard H. Thomas Inc.

Bond Number: 999156179

Obligee: PanoJa County

Bond Amount: (\$5,000.00 ) Five Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: [Signature] David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

By: [Signature] Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 21ST day of August, 2024.



By: [Signature] Renee C. Llewellyn, Assistant Secretary



AT 10:15 O'CLOCK A M

Liberty Mutual Surety  
Attention: LMS Claims  
P O. Box 34526  
Seattle, WA 98124  
Phone: 206-473-6210  
Fax: 866-548-6837  
Email: HOSCL@libertymutual.com  
www.LibertyMutualSuretyClaims.com

SEP 13 2024

ROBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, T

**PUBLIC OFFICIAL BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

No. 999151146 BY B. Davis DEF

That we Robyn Klysen  
of 401 N Browning St, Carthage, TX 75633

(Insert Full Name [top line] and Address [bottom line] of Principal)

, as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto COUNTY JUDGE OF PANOLA COUNTY

110 S SYCAMORE, CARTHAGE, TX 75633  
(Insert Full Name [top line] and Address [bottom line] of Oblige)

in the aggregate and non-cumulative penal sum of Five Thousand Dollars And Zero Cents  
(\$5,000.00) DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has been elected or appointed to (or holds by operation of law) the office of ASSISTANT COUNTY AUDITOR for a term beginning on August 31, 2024 and ending on August 31, 2026.

**Now, therefore, the condition of this Obligation is such** that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to COUNTY JUDGE OF PANOLA COUNTY  
110 S SYCAMORE, CARTHAGE, TX 75633 and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED August 27, 2024  
Robyn Klysen

The Ohio Casualty Insurance Company



By: Timothy A. Mikolajewski  
Timothy A. Mikolajewski Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Robyn Klysen
Agency Name: Richard H. Thomas Inc. Bond Number: 999151146
Obligee: COUNTY JUDGE OF PANOLA COUNTY
Bond Amount: (\$5,000.00) Five Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Micolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company
By: Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 27th day of August, 2024.



By: Renee C. Llewellyn, Assistant Secretary



Panola County, Texas

# Budget Adjustment Register

## Adjustment Detail

Packet: GLPKT20870 - 2024 COMMISSARY #2-2024

Adjustment Number	Budget Code	Description	Adjustment Date
BA0002143	2024 COUNTY BUDGET	MISCELLANEOUS SUPPLIES FOR INMATES	8/22/2024

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">810-360-41155</a>	COMMISSARY PROFITS	MISCELLANEOUS SUPPLIES FOR INMATES	-220.00	-2,000.00	-2,220.00
August:	-2,000.00				
<a href="#">810-460-53930</a>	MISCELLANEOUS SUPPLIES	MISCELLANEOUS SUPPLIES FOR INMATES	0.00	2,000.00	2,000.00
August:	2,000.00				

A handwritten signature in blue ink, appearing to be "Eh", located in the lower right quadrant of the page.

Budget Adjustment Register

**Budget Code Summary**

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2024	2024 COUNTY BUDGET	<a href="#">810-360-41155</a>	COMMISSARY PROFITS	-220.00	-2,000.00	-2,220.00
		<a href="#">810-460-53930</a>	MISCELLANEOUS SUPPLIES	0.00	2,000.00	2,000.00
			<b>2024 Total:</b>	<b>-220.00</b>	<b>0.00</b>	<b>-220.00</b>
			<b>Grand Total:</b>	<b>-220.00</b>	<b>0.00</b>	<b>-220.00</b>

**Fund Summary**

Fund	Before	Adjustment	After
Budget Code:2024 - 2024 COUNTY BUDGET Fiscal: 2024			
810	-220.00	0.00	-220.00
<b>Budget Code 2024 Total:</b>	<b>-220.00</b>	<b>0.00</b>	<b>-220.00</b>
<b>Grand Total:</b>	<b>-220.00</b>	<b>0.00</b>	<b>-220.00</b>





APPROVED 09-10-2024

Rodger G. McLane

County Judge

*Rodger G. McLane*

**PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE**

           ONLINE

IN PERSON

NAME: Stephen Gillie

POSITION: Patrol Sergeant

DEPARTMENT: Panola Co. Sheriff's Office

DATE: September 3, 2024

CONFERENCE: Intermediate Crime Scene

LOCATION: Jacksonville P.D.

DATES: July 29, 2024 to August 2, 2024

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

Does this conference meet your educational requirements for the year? 1

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

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 09-10-2024

Rodger G. McLane  
County Judge

*Rodger G. McLane*

**PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE**

\_\_\_\_\_ **ONLINE**                      ✓ \_\_\_\_\_ **IN PERSON**

**NAME:**                      TRINITY BAKER \_\_\_\_\_

**POSITION:**                      TELECOMMUNICATIONS OFFICER \_\_\_\_\_

**DEPARTMENT:**                      PANOLA COUNTY SHERIFFS OFFICE \_\_\_\_\_

**DATE:**                      09/23/2024 \_\_\_\_\_

**CONFERENCE:**                      TCIC/NCIC FULL ACCESS \_\_\_\_\_

**LOCATION:**                      GREGG COUNTY SHERIFFS OFFICE \_\_\_\_\_

**DATES:**                      09/23/2024                      TO                      09/25/2024 \_\_\_\_\_

**NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:**                      2 \_\_\_\_\_

**Does this conference meet your educational requirements for the year?**                      NO \_\_\_\_\_

**If not, how much of your requirements will be met by this conference?**                      24 \_\_\_\_\_

**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

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

